



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

JUN 12 2019

**SPECIAL NOTICE LETTER
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
VIA UPS OVERNIGHT**

Curtis M. Richards
Vice President, Environmental Health and Safety
Olin Corporation
3855 North Ocoee St NW, Suite 200
Cleveland, TN 37312

Stefan John
General Counsel & Chief Compliance Officer
BASF Corporation
100 Park Avenue
Florham Park, NJ 07932

Re: Special Notice Letter for Remedial Design and Remedial Action
Olin Superfund Site Operable Unit 2
McIntosh, Washington County, Alabama

Dear Mr. Richards and Mr. John:

This letter follows the Notice Letter that the U.S. Environmental Protection Agency (EPA) sent to Olin Corporation (Olin) on January 10, 1990, and a General Notice Letter sent to BASF Corporation (BASF) dated March 12, 2017, in connection with the Olin Superfund Site (the Site), located in McIntosh, Alabama. In that letter, the EPA notified you of your potential responsibility under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"), 42 U.S.C. § 9607(a), for the cleanup of the Site, including all costs incurred by the EPA in responding to releases at the Site. The EPA is now contacting you in an attempt to resolve your responsibility for Operable Unit 2 (OU-2) at the Site.

Background

Based on an extensive review of records related to the release and/or disposal of hazardous substances at the Site, the EPA identified Olin and BASF as potentially responsible parties (PRPs) that contributed hazardous substances to the Site. Under the federal Superfund law, Olin and BASF are responsible for the costs of cleaning up the Site. The EPA has selected a cleanup approach (formally known as a

remedial action) for the Site, which is described in a document called a Record of Decision (ROD) issued by EPA on April 23, 2014. The ROD and additional Site information is available on the EPA's searchable Superfund Enterprise Management System database at:

<https://cumulis.epa.gov/supercpad/cursites/srchsites.cfm> (enter the Site Name and City, State) or you may access the ROD directly in PDF format at: <https://semspub.epa.gov/work/04/10978307.pdf>.

Special Notice and Negotiation Moratorium

The EPA has determined that use of the special notice procedures set forth in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), may facilitate a settlement between Olin, BASF and the EPA for implementation of the response action. Under Section 122(e), this letter triggers a sixty (60)-day moratorium on certain EPA response activities at the Site. During this 60-day moratorium, the EPA will not begin a response action at the Site. However, the EPA reserves the right to take action at the Site at any time should a significant threat to the human health or the environment arise.

During this 60-day period, Olin and BASF are invited to participate in formal negotiations with EPA in an effort to reach a settlement to conduct or finance the response action at the Site. The 60-day negotiation period begins on the date of your receipt of this letter. The 60-day negotiation moratorium will be extended for an additional 60 days if Olin and BASF provide the EPA with a "good faith offer" to conduct or finance the response action and reimburse the EPA for its costs incurred to date. If the EPA determines that the proposal is not a "good faith offer," Olin and BASF will be notified in writing of the EPA's decision to end the moratorium. If the moratorium is extended for an additional 60 days, negotiations will conclude 60 days from the date the EPA provides notice that the Agency will extend the negotiation period. If settlement is reached between the EPA, Olin and BASF within the 120-day negotiation moratorium, the settlement will be embodied in a Consent Decree for Remedial Design/Remedial Action. When approved by the EPA and the U.S. Department of Justice (DOJ), the Consent Decree will then be lodged in federal court.

If a "good faith offer" is not received within 60 days, or a timely settlement cannot be reached, the EPA may take appropriate action at the Site, which may include either of the following options: (1) the EPA may fund the remedial action and pursue a cost recovery claim under 107 of CERCLA against the PRPs; or (2) the EPA may issue a Unilateral Administrative Order (UAO) to the PRPs under Section 106(a) of CERCLA, 42 U.S.C. § 9606, requiring the PRPs to perform the work described in the ROD. If Olin and BASF refuse to comply with the UAO, the EPA may pursue civil litigation against Olin and BASF to require compliance.

Good Faith Offer

A proposed Consent Decree is enclosed as Enclosure A to assist the PRPs in developing a "good faith offer."¹ As indicated, the 60-day negotiation moratorium triggered by this letter is extended for 60 days if the PRPs submit a "good faith offer" to EPA. A "good faith offer" to conduct or finance the remedial action is a written proposal that demonstrates the PRPs' qualifications and willingness to perform such work and includes the following elements:

¹ This draft Consent Decree is not currently binding on the EPA and is subject to revision and approval by the EPA and DOJ. It is based on the model RD/RA Consent Decree (September 29, 2014), which is available at <https://www.epa.gov/enforcement/guidance-2014-cercla-rdra-cd-and-sow>

- A statement of the PRPs' willingness and financial ability to implement the requirements of the ROD and proposed Consent Decree that provides a sufficient basis for further negotiation;
- A demonstration of the PRPs' technical capability to carry out the remedial action, including identification of the firm(s) that may actually conduct the work or a description of the process that will be undertaken to select the firm(s);
- A detailed statement of work or work plan identifying how the PRPs intend to proceed with the remedial action;
- A statement of the PRPs' willingness to reimburse EPA for costs EPA will incur in overseeing implementation of the remedial action;
- A response to the proposed Consent Decree. If the PRPs' offer contemplates modifications to the Consent Decree, please make revisions or edits to the Consent Decree and submit a version showing proposed modifications to it;
- A statement identifying the party or parties on whose behalf the offer is being made, including name, address, and telephone number of the party or parties;
- The name, address, and phone number of the party or parties who will represent the PRPs in negotiations; and
- A redline/strikeout version of the draft CD in Microsoft Word.

Demand for Reimbursement of Costs

With this letter, the EPA demands reimbursement to the EPA for its costs incurred to date, and encourages the PRPs to voluntarily negotiate a Consent Decree in which you agree to perform the RD/RA.

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, the EPA has already taken certain response actions and incurred certain costs in response to conditions at the Site. The EPA is seeking to recover from the PRPs its response costs and all the interest authorized to be recovered under Section 107(a) of CERCLA. To date, the approximate unreimbursed response costs identified through June 19, 2018 for the Site are \$490,479.03. Under Section 107(a) of CERCLA, the EPA hereby makes a demand for payment from the PRPs for the above amount plus all interest authorized to be recovered under Section 107(a). A summary of these costs is enclosed as Enclosure B.

In the event that Olin or BASF files for protection in a bankruptcy court, the PRPs must include the EPA as a creditor because the EPA has a potential claim against Olin and BASF. The EPA reserves the right to file a proof of claim or application for Reimbursement of Administrative Expenses.

Administrative Record

In accordance with Section 113 of CERCLA, 42 U.S.C. § 9613, EPA has established an Administrative Record containing the documents that serve as the basis for the EPA's selection of the appropriate response action for the Site. This Administrative Record is located at McIntosh Town Hall, 206

Commerce Street, McIntosh, Alabama, 36553 and is available to the public for inspection and comment. The Administrative Record is also available for inspection and comment at the Superfund Records Center, EPA Region 4, 61 Forsyth Street, S.W., Atlanta, GA 30303. The PRPs may wish to review the Administrative Record to assist you in responding to this letter, but the review should not delay such response beyond the 60-day period provided by CERCLA.

PRP Response and EPA Contact Person

The PRPs are encouraged to contact the EPA within fourteen (14) days of receipt of this letter to indicate willingness to participate in future negotiations concerning this Site. If the EPA does not receive a timely response, the EPA will assume that the PRPs do not wish to negotiate a resolution of liabilities in connection with the Site, and that the PRPs have declined any involvement in performing the response activities.

The response to this Special Notice Letter and the demand for costs included herein, including written proposals to perform the remedial action selected for the Site, should be sent to:

Beth Walden
Remedial Project Manager
U.S. Environmental Protection Agency
61 Forsyth Street, S.W.
Atlanta, GA 30303

A complete copy of the response should also be sent to:

Lisa Ellis
Attorney-Advisor
U.S. Environmental Protection Agency
61 Forsyth Street, S.W.
Atlanta, GA 30303

The factual and legal discussions in this letter are intended solely to provide notice and information, and such discussions are not to be construed as a final EPA position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by the conditions at the Site, the EPA urges the PRPs to give immediate attention and a prompt response to this letter.

If the PRPs have any questions regarding the technical aspects of this letter, please contact Beth Walden, Remedial Project Manager, at 404-562-8814. If the PRPs have an attorney, or attorneys, handling your legal matters, please direct his or her questions to Lisa Ellis, Attorney-Advisor, at 404-562-9541.

My staff and I look forward to working with you during the coming months.

Sincerely,

A handwritten signature in black ink, appearing to read 'Randall Chaffins', written over a horizontal line.

Randall Chaffins, Acting Chief
Restoration and Site Evaluation Branch
Superfund & Emergency Management Division

Enclosures:

- A. Draft Remedial Design/Remedial Action Consent Decree and Statement of Work
- B. SCORPIOS Cost Report and Interest Calculation

cc: Valerie Mann, U.S. Department of Justice (w/o enclosures)
Linda Brenneman, BASF (w/ enclosures)
Austin Pierce, ADEM (w/o enclosures)
Michel Gielazyn, Ph.D., Trustee, NOAA (w/o enclosures)
Peter Tuttle, Trustee, USFWS (w/o enclosures)

UNITED STATES DISTRICT COURT
DISTRICT OF THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

----- X
UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. _____

OLIN CORPORATION and
BASF CORPORATION,

Defendants.
----- X

**REMEDIAL DESIGN/REMEDIAL ACTION
CONSENT DECREE**

**FOR OPERABLE UNIT TWO OF THE
OLIN CORP. (MCINTOSH PLANT) SUPERFUND SITE**

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency (EPA), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9606 and 9607.

B. The United States in its complaint seeks, *inter alia*: (1) reimbursement of costs incurred by EPA and the Department of Justice (DOJ) for response actions at the Olin McIntosh Superfund Site in McIntosh, Alabama ("Site"), together with accrued interest; and (2) performance of response actions by the defendants for Operable Unit 2 (OU2) of the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (NCP). The Parties acknowledge and agree that this civil action constitutes an "initial action" for purposes of Section 113(g)(2) of CERCLA, 42 U.S.C. § 9613(g)(2).

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Alabama (the "State") on September 17, 2014, **[and again on [date],]** of negotiations with potentially responsible parties (PRPs) regarding the implementation of the remedial design and remedial action (RD/RA) for OU2 of the Site, and EPA has provided the State with an opportunity to participate in such negotiations and to be a party to this Consent Decree (CD).

D. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the United States Fish and Wildlife Service (USFWS), and National Oceanic and Atmospheric Administration (NOAA) on September 17, 2014, **[and again on [date],]** of negotiations with PRPs regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this CD.

E. The defendants that have entered into this CD ("Settling Defendants" or "SDs") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint, nor do they acknowledge that the release or threatened release of hazardous substances at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment.

F. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List (NPL), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 21, 1984, 49 Fed. Reg. 37070, 37088.

G. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, Olin Corporation commenced in 1990, a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430.

H. Olin Corporation completed a Remedial Investigation (RI) Report and a Feasibility Study (FS) Report in April 2014.

I. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published a notice of availability of the above-referenced documents and the announcements of a public meeting date were published in May 2013 in major local newspapers of general circulation. EPA

provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator, EPA Region 4, based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at the Site is embodied in a final Record of Decision (ROD) for OU2, executed on April 23, 2014, on which the State has given its concurrence. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

L. Based on the information presently available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by Settling Defendants if conducted in accordance with this CD and its appendices.

M. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the remedy set forth in the ROD and the Work to be performed by Settling Defendants shall constitute a response action taken or ordered by the President for which judicial review shall be limited to the administrative record.

N. The Parties recognize, and the Court by entering this CD finds, that this CD has been negotiated by the Parties in good faith and implementation of this CD will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this CD is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over SDs. Solely for the purposes of this CD and the underlying complaint[s], SDs waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. SDs shall not challenge the terms of this CD or this Court's jurisdiction to enter and enforce this CD.

III. PARTIES BOUND

2. This CD is binding upon the United States [and the State] and upon SDs and their heirs, successors, and assigns. Any change in ownership or corporate or other legal status of a SD including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such SDs' responsibilities under this CD.

3. SDs shall provide a copy of this CD to each contractor hired to perform the Work and to each person representing any SD with respect to the Site or the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this CD. SDs or their contractors shall provide written notice of the CD to all subcontractors hired to perform any portion of the Work. SDs shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this CD. With regard to the activities undertaken pursuant to this CD, each contractor and subcontractor

shall be deemed to be in a contractual relationship with SDs within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided in this CD, terms used in this CD that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this CD or its appendices, the following definitions shall apply solely for purposes of this CD:

"ADEM" shall mean the Alabama Department of Environmental Management and any successor departments or agencies of the State of Alabama.

"Affected Property" shall mean all real property at the Site and any other real property where EPA determines, at any time, that access, land, water, or other resource use restrictions, and/or Institutional Controls are needed to implement the Remedial Action, including, but not limited to, the property owned by Settling Defendant, Olin Corporation located at 1638 Industrial Road, McIntosh, Washington County, Alabama. **[and the following properties: insert property descriptions].**

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Consent Decree" or "CD" shall mean this consent decree and all appendices attached hereto (listed in Section XXII). In the event of conflict between this CD and any appendix, this CD shall control.

"Day" or "day" shall mean a calendar day. In computing any period of time under this CD, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"DOJ" shall mean the United States Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the date upon which the approval of this CD is recorded on the Court's docket.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing deliverables submitted pursuant to this CD, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this CD, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to ¶ 11 (Emergencies and Releases), ¶ 12 (Community Involvement) (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e)), ¶ 30 (Access to Financial Assurance), Section VII (Remedy Review), Section VIII (Property Requirements) (including the cost of

attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions and/or to secure, implement, monitor, maintain, or enforce Institutional Controls including the amount of just compensation), and Section XIII (Dispute Resolution), and all litigation costs. Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs SDs have agreed to pay under this CD that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from June 19, 2018 to the Effective Date.

“Institutional Controls” or “ICs” shall mean Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the protectiveness of the RA; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site.

“Interim Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, (a) paid by the United States in connection with the Site between June 19, 2018 and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Non-Settling Owner” shall mean any person, other than a SD, that owns or controls any Affected Property, including [insert names]. The clause “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“Olin McIntosh OU2 Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“Operable Unit 2” or “OU2” shall mean that operable unit at the Site (as defined below), consisting of approximately 209 acres, and addressing contamination in Olin Basin located east of the Olin Chlor-Alkali facility and adjacent to the Tombigbee River, Round Pond, portions of the Olin floodplain, and the wastewater ditch leading to the Olin Basin, which is depicted generally on the map attached as Appendix D.

“Operation and Maintenance” or “O&M” shall mean all activities required to operate, maintain, and monitor the effectiveness of the RA as specified in the SOW or any EPA-approved O&M Plan.

“Owner SD” shall mean any SD that owns or controls any Affected Property, including Olin Corporation. The clause “Owner SD’s Affected Property” means Affected Property owned or controlled by Owner SD.

“Paragraph” or “¶” shall mean a portion of this CD identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States and SDs.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through June 19, 2018 plus Interest on all such costs that has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

“Performance Standards” or “PS” shall mean the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

“Plaintiff” shall mean the United States.

“Proprietary Controls” shall mean easements or covenants running with the land that (a) limit land, water, or other resource use and/or provide access rights and (b) are created pursuant to common law or statutory law by an instrument that is recorded in the appropriate land records office.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to the Operable Unit 2 at the Site signed on April 23, 2014, by the Regional Administrator, EPA Region 4, or his/her delegate, and all attachments thereto. The ROD is attached as Appendix A.

“Remedial Action” or “RA” shall mean the remedial action selected in the ROD.

“Remedial Design” or “RD” shall mean those activities to be undertaken by SDs to develop final plans and specifications for the RA as stated in the SOW.

“Section” shall mean a portion of this CD identified by a Roman numeral.

“Settling Defendants” or “SDs” shall mean Olin Corporation and BASF Corporation.

“Site” shall mean the Olin McIntosh Superfund Site, encompassing approximately 1,500 acres, located at 1638 Industrial Road, in McIntosh, Washington County, Alabama, and depicted generally on the map attached as Appendix C.

“State” shall mean the State of Alabama.

“Statement of Work” or “SOW” shall mean the document describing the activities SDs must perform to implement the RD, the RA, and O&M regarding OU2 which is attached as Appendix B.

“Supervising Contractor” shall mean the principal contractor retained by SDs to supervise and direct the implementation of the Work under this CD.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA, and any federal natural resource trustee.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous waste" under Alabama's ADEM Admin. Code Chapter 335-14-2.

"Work" shall mean all activities and obligations SDs are required to perform under this CD, except the activities required under Section XIX (Retention of Records).

V. GENERAL PROVISIONS

5. **Objectives of the Parties.** The objectives of the Parties in entering into this CD are to protect public health or welfare or the environment at the Site by the design and implementation of response actions at Operable Unit Two by SDs, to pay response costs of Plaintiff, and to resolve the claims of Plaintiff against SDs as provided in this CD.

6. Commitments by SDs

a. SDs shall finance and perform the Work in accordance with this CD and all deliverables developed by SDs and approved or modified by EPA pursuant to this CD. SDs shall pay the United States for its response costs as provided in this CD.

b. SDs' obligations to finance and perform the Work, including obligations to pay amounts due under this CD, are joint and several. In the event of the insolvency of any SD or the failure by any SD to implement any requirement of this CD, the remaining SD shall complete all such requirements.

7. **Compliance with Applicable Law.** Nothing in this CD limits SDs' obligations to comply with the requirements of all applicable federal and state laws and regulations. SDs must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this CD, if approved by EPA, shall be deemed to be consistent with the NCP as provided in Section 300.700(c)(3)(ii) of the NCP.

8. Permits

a. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, SDs shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. SDs may seek relief under the provisions of Section XII (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 8.a and required for the Work, provided that

they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals.

c. This CD is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

VI. PERFORMANCE OF THE WORK

9. Coordination and Supervision

a. Project Coordinators

(1) SDs' Project Coordinator must have sufficient technical expertise to coordinate the Work. SDs' Project Coordinator may not be an attorney representing any SD in this matter and may not act as the Supervising Contractor. SDs' Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

(2) EPA shall designate and notify the SDs of EPA's Project Coordinator[s] and Alternate Project Coordinator[s]. EPA may designate other representatives, which may include its employees, contractors and/or consultants, to oversee the Work. EPA's Project Coordinator/Alternate Project Coordinator will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the NCP. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when he or she determines that conditions at the Site constitute an emergency or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

(3) The State shall designate and notify EPA and the SDs of its Project Coordinators and Alternate Project Coordinators. The State may designate other representatives, including its employees, contractors and/or consultants to oversee the Work. For any meetings and inspections in which EPA's Project Coordinator participates, the State's Project Coordinator also may participate. SDs shall notify the State reasonably in advance of any such meetings or inspections.

(4) SDs' Project Coordinators shall meet with EPA's and the State's Project Coordinators at least monthly.

b. **Supervising Contractor.** SDs' proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ANSI/ASQC E4-2004, Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use (American National Standard).

c. Procedures for Disapproval/Notice to Proceed

(1) SDs shall designate, and notify EPA, within 10 days after the Effective Date, of the name[s], title[s], contact information, and qualifications of the SDs' proposed Project Coordinator and Supervising Contractor, whose qualifications shall be subject to EPA's review for verification based on objective

assessment criteria (e.g., experience, capacity, technical expertise) and do not have a conflict of interest with respect to the project.

(2) EPA, after a reasonable opportunity for review and comment by the State, shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, SDs shall, within 30 days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA shall issue a notice of disapproval or authorization to proceed regarding each supplemental proposed coordinator and/or contractor. SDs may select any coordinator/contractor covered by an authorization to proceed and shall, within 21 days, notify EPA of SDs' selection.

(3) SDs may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 9.c(1) and 9.c(2).

[NOTE: Include ¶ 9.c(4) if EPA has already accepted SDs' Project Coordinator/Supervising Contractor.

(4) Notwithstanding the procedures of ¶¶ 9.c(1) through 9.c(3), SDs have proposed, and EPA has authorized SDs to proceed, regarding the following Project Coordinator and Supervising Contractor: **[name and contact information]**.

10. **Performance of Work in Accordance with SOW.** SDs shall: (a) develop the RD; (b) perform the RA; and (c) operate, maintain, and monitor the effectiveness of the RA; all in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the CD or SOW shall be subject to approval by EPA in accordance with ¶ [6.6] (Approval of Deliverables) of the SOW.

11. **Emergencies and Releases.** SDs shall comply with the emergency and release response and reporting requirements under ¶ [4.4] (Emergency Response and Reporting) of the SOW. Subject to Section XV (Covenants by Plaintiff), nothing in this CD, including ¶ [4.4] of the SOW, limits any authority of Plaintiff: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. If, due to SDs' failure to take appropriate response action under ¶ [4.4] of the SOW, EPA [or, as appropriate, the State] take[s] such action instead, SDs shall reimburse EPA [and the State] under Section X (Payments for Response Costs) for all costs of the response action.

12. **Community Involvement.** If requested by EPA, SDs shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, Section 2 (Community Involvement) of the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator and implementation of a

technical assistance plan. Costs incurred by the United States under this Section constitute Future Response Costs to be reimbursed under Section X (Payments for Response Costs).

13. Modification of SOW or Related Deliverables

a. If EPA determines that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to achieve and/or maintain the Performance Standards or to carry out and maintain the effectiveness of the RA, and such modification is consistent with the Scope of the Remedy set forth in ¶ [1.3] of the SOW, then EPA may notify SDs of such modification. If SDs object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Section XIII.

b. The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if SDs invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this CD, and SDs shall implement all work required by such modification. SDs shall incorporate the modification into the deliverable required under the SOW, as appropriate.

c. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this CD.

14. Nothing in this CD, the SOW, or any deliverable required under the SOW constitutes a warranty or representation of any kind by Plaintiff that compliance with the work requirements set forth in the SOW or related deliverables will achieve the Performance Standards.

VII. REMEDY REVIEW

15. **Periodic Review.** SDs shall conduct, in accordance with ¶ [4.8] (Periodic Review Support Plan) of the SOW, studies and investigations to support EPA's reviews under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and applicable regulations, of whether the RA is protective of human health and the environment.

16. **EPA Selection of Further Response Actions.** If EPA determines, at any time, that the RA is not protective of human health and the environment, EPA may select further response actions for the Site in accordance with the requirements of CERCLA and the NCP.

17. **Opportunity to Comment.** SDs and, if required by Sections 113(k)(2) or 117 of CERCLA, 42 U.S.C. § 9613(k)(2) or 9617, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

VIII. PROPERTY REQUIREMENTS

18. **Agreements Regarding Access and Non-Interference.** SDs shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by SDs and by Plaintiff, providing that such Non-Settling Owner, and Owner SD shall, with respect to Owner SD's Affected Property: (i) provide Plaintiff and the other SDs, and their representatives, contractors, and subcontractors with access

at all reasonable times to such Affected Property to conduct any activity regarding the CD, including those listed in ¶ 18.a (Access Requirements); and (ii) refrain from using such Affected Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action, including the restrictions listed in ¶ 18.b (Land, Water, or Other Resource Use Restrictions). SDs shall provide a copy of such access and use restriction agreement(s) to EPA and the State.

a. **Access Requirements.** The following is a list of activities for which access is required regarding the Affected Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States [or the State];
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, or implementing additional response actions at or near the Site;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved construction quality assurance quality control plan as provided in the SOW;
- (7) Implementing the Work pursuant to the conditions set forth in ¶ 66 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by SDs or their agents, consistent with Section XVIII (Access to Information);
- (9) Assessing SDs' compliance with the CD;
- (10) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the CD; and
- (11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and Institutional Controls.

b. **Land, Water, or Other Resource Use Restrictions.** The following is a list of land, water, or other resource use restrictions applicable to the Affected Property:

- (1) Prohibiting activities that could interfere with the RA;
- (2) Prohibiting use of contaminated groundwater and surface water;

- (3) Prohibiting activities that could result in exposure to contaminants in subsurface soils, surface water, and groundwater;
- (4) Prohibiting consumption of fish from the Site;
- (5) Ensuring that any new structures on the Site will not be constructed in a manner that could interfere with the RA.

19. **Proprietary Controls.** SDs shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure Non-Settling Owner's cooperation in executing and recording, and Owner SD shall, with respect to Owner SD's Affected Property, execute and record, in accordance with the procedures of this ¶ 19, Proprietary Controls that: (i) grant a right of access to conduct any activity regarding the CD, including those activities listed in ¶ 18.a (Access Requirements); and (ii) grant the right to enforce the land, water, or other resource use restrictions set forth in ¶ 18.b (Land, Water, or Other Resource Use Restrictions).

a. **Grantees.** The Proprietary Controls must be granted to one or more of the following persons and their representatives, as determined by the EPA: the United States, the State, SDs, and other appropriate grantees. Proprietary Controls in the nature of a Uniform Environmental Covenants Act (UECA) document granted to persons other than the United States must include a designation that the EPA (and/or the State as appropriate) is either an "agency" or a party expressly granted the right of access and the right to enforce the covenants allowing EPA and/or the State to maintain the right to enforce the Proprietary Controls without acquiring an interest in real property.

b. **Initial Title Evidence.** SDs shall, within 45 days after the Effective Date:

(1) **Record Title Evidence.** Submit to EPA a title insurance commitment or other title evidence acceptable to EPA that: (i) names the proposed insured or the party in whose favor the title evidence runs, or the party who will hold the real estate interest, or if that party is uncertain, names the United States, the State, the SD, or "To Be Determined;" (ii) covers the Affected Property that is to be encumbered; (iii) demonstrates that the person or entity that will execute and record the Proprietary Controls is the owner of such Affected Property; (iv) identifies all record matters that affect title to the Affected Property, including all prior liens, claims, rights (such as easements), mortgages, and other encumbrances (collectively, "Prior Encumbrances"); and (v) includes complete, legible copies of such Prior Encumbrances; and

(2) **Non-Record Title Evidence.** Submit to EPA a report of the results of an investigation, including a physical inspection of the Affected Property, which identifies non-record matters that could affect the title, such as unrecorded leases or encroachments.

NOTE: For general guidance on both record and non-record forms of title evidence acceptable to the United States, see the U.S. Department of Justice Title Standards 2001, available at https://www.justice.gov/enrd/Current_topics.html.

c. **Release or Subordination of Prior Liens, Claims, and Encumbrances**

(1) SDs shall secure the release, subordination, modification, or relocation of all Prior Encumbrances on the title to the Affected Property revealed by the title evidence or otherwise known to any SD, unless EPA waives this requirement as provided under ¶¶ 19.c(2)-(4).

(2) SDs may, by the deadline under ¶ 19.b (Initial Title Evidence), submit an initial request for waiver of the requirements of ¶ 19.c(1) regarding one or more Prior Encumbrances, on the grounds that such Prior Encumbrances cannot defeat or adversely affect the rights to be granted by the Proprietary Controls and cannot interfere with the remedy or result in unacceptable exposure to Waste Material.

(3) SDs may, within [90] days after the Effective Date, or if an initial waiver request has been filed, within [45] days after EPA's determination on the initial waiver request, submit a final request for a waiver of the requirements of ¶ 19.c(1) regarding any particular Prior Encumbrance on the grounds that SDs could not obtain the release, subordination, modification, or relocation of such Prior Encumbrance despite best efforts.

(4) The initial and final waiver requests must include supporting evidence including descriptions of and copies of the Prior Encumbrances and maps showing areas affected by the Prior Encumbrances. The final waiver request also must include evidence of efforts made to secure release, subordination, modification, or relocation of the Prior Encumbrances.

(5) SDs shall complete their obligations under ¶ 19.c(1) regarding all Prior Encumbrances: within 180 days after the Effective Date; or if an initial waiver request has been filed, within 135 days after EPA's determination on the initial waiver request; or if a final waiver request has been filed, within 90 days after EPA's determination on the final waiver request.

d. Update to Title Evidence and Recording of Proprietary Controls

(1) SDs shall submit to EPA for review and approval, by the deadline specified in ¶ 19.c(5), all draft Proprietary Controls and draft instruments addressing Prior Encumbrances. The Proprietary Controls must be in substantially the form attached hereto as Appendix E.

(2) Upon EPA's approval of the proposed Proprietary Controls and instruments addressing Prior Encumbrances, SDs shall, within 15 days, update the original title insurance commitment (or other evidence of title acceptable to EPA) under ¶ 19.b (Initial Title Evidence). If the updated title examination indicates that no liens, claims, rights, or encumbrances have been recorded since the effective date of the original commitment (or other title evidence), SDs shall secure the immediate recordation of the Proprietary Controls and instruments addressing Prior Encumbrances in the appropriate land records. Otherwise, SDs shall secure the release, subordination, modification, or relocation under ¶ 19.c(1), or the waiver under ¶¶ 19.c(2)-(4), regarding any newly-discovered liens, claims, rights,

and encumbrances, prior to recording the Proprietary Controls and instruments addressing Prior Encumbrances.

(3) If SDs submitted a title insurance commitment under ¶ 19.b(1) (Record Title Evidence), then upon the recording of the Proprietary Controls and instruments addressing Prior Encumbrances, SDs shall obtain a title insurance policy that: (i) is consistent with the original title insurance commitment; (ii) is for \$100,000 or other amount approved by EPA; (iii) is issued to the United States, SDs, or other person approved by EPA; and (iv) is issued on a current American Land Title Association (ALTA) form or other form approved by EPA.

(4) SDs shall, within [30] days after recording the Proprietary Controls and instruments addressing Prior Encumbrances, or such other deadline approved by EPA, provide to the United States and to all grantees of the Proprietary Controls: (i) certified copies of the recorded Proprietary Controls and instruments addressing Prior Encumbrances showing the clerk's recording stamps; and (ii) the title insurance policy(ies) or other approved form of updated title evidence dated as of the date of recording of the Proprietary Controls and instruments.

e. SDs shall monitor, maintain, enforce, and [annually] report on all Proprietary Controls required under this CD.

f. Owner SD shall not Transfer its Affected Property unless it has executed and recorded all Proprietary Controls and instruments addressing Prior Encumbrances regarding such Affected Property in accordance with this Paragraph.

20. **Best Efforts.** As used in this Section, "best efforts" means the efforts that a reasonable person in the position of SDs would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements. Proprietary Controls, releases, subordinations, modifications, or relocations of Prior Encumbrances that affect the title to the Affected Property, as applicable. If SDs are unable to accomplish what is required through "best efforts" in a timely manner, they shall notify the United States [EPA], and include a description of the steps taken to comply with the requirements. If the United States deems it appropriate, it may assist SDs, or take independent action, in obtaining such access and/or use restrictions. Proprietary Controls, releases, subordinations, modifications, or relocations of Prior Encumbrances that affect the title to the Affected Property, as applicable. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section X (Payments for Response Costs).

21. If EPA determines in a decision document prepared in accordance with the NCP that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, SDs shall cooperate with EPA's [and the State's] efforts to secure and ensure compliance with such Institutional Controls.

22. **Notice to Successors-in-Title**

a. Owner SD shall, within 15 days after the Effective Date, submit for EPA approval a notice to be filed regarding Owner SD's Affected Property in the appropriate land records. The notice must: (1) include a proper legal description of the Affected Property; (2) provide notice to all successors-in-title: (i) that the Affected Property is part of, or related to, the Site; (ii) that EPA has selected a remedy for the Site; and (iii) that potentially responsible parties have entered into a CD requiring implementation of such remedy; and (3) identify the U.S. District Court in which the CD was filed, the name and civil action number of this case, and the date the CD was entered by the Court. Owner SD shall record the notice within 10 days after EPA's approval of the notice and submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.

b. Owner SD shall, prior to entering into a contract to Transfer Owner SD's Affected Property, or 60 days prior to Transferring Owner SD's Affected Property, whichever is earlier:

(1) Notify the proposed transferee that EPA has selected a remedy regarding the Site, that potentially responsible parties have entered into a Consent Decree requiring implementation of such remedy, and that the United States District Court has entered the CD (identifying the name and civil action number of this case and the date the CD was entered by the Court); and

(2) Notify EPA [and the State] of the name and address of the proposed transferee and provide EPA [and the State] with a copy of the notice that it provided to the proposed transferee.

23. In the event of any Transfer of the Affected Property, unless the United States otherwise consents in writing, SDs shall continue to comply with their obligations under the CD, including their obligation to secure access and ensure compliance with any land, water, or other resource use restrictions regarding the Affected Property and to implement, maintain, monitor, and report on Institutional Controls.

24. Notwithstanding any provision of the CD, Plaintiff retains all of its access authorities and rights, as well as all of its [their] rights to require land, water, or other resource use restrictions and Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

IX. FINANCIAL ASSURANCE

25. In order to ensure completion of the Work, SDs shall secure financial assurance, initially in the amount of \$21,600,000.00 ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. SDs may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;

e. A demonstration by a SD that it meets the relevant test criteria of ¶ 26, accompanied by a standby funding commitment, which obligates the affected SD to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or

f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a SD or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a SD; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of ¶ 26.

26. SDs shall, within 30 days of the Effective Date, obtain EPA's approval of the form of SDs' financial assurance. Within 30 days of such approval, SDs shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to Paula V. Painter, EPA R4 Program Analyst, to the United States, and to EPA and the State as specified in Section XX (Notices and Submissions).

27. SDs seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 25.e or 25.f, must, within 30 days of the Effective Date:

a. Demonstrate that:

(1) the affected SD or guarantor has:

i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and

ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal

environmental obligations financially assured through the use of a financial test or guarantee; and

- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

(2) The affected SD or guarantor has:

- i. A current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
- ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

b. Submit to EPA for the affected SD or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance - Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://efpub.epa.gov/compliance/models/>.

28. SDs providing financial assurance by means of a demonstration or guarantee under ¶ 25.e or 25.f must also:

a. Annually resubmit the documents described in ¶ 27.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

b. Notify EPA within 30 days after the affected Respondent or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in ¶ 27.b; EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

29. SDs shall diligently monitor the adequacy of the financial assurance. If any SD becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such SD shall notify EPA of such information within [7] days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected SD of such determination. SDs shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected SD, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed [60] days. SDs shall follow the procedures of ¶ 31 (Modification of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. SDs' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

30. Access to Financial Assurance

a. If EPA issues a notice of implementation of a Work Takeover under ¶ 66.b, then, in accordance with any applicable financial assurance mechanism and/or related standby funding commitment, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 30.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel the mechanism, and the affected SD fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 30.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 66.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 25.e or 25.f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. SDs shall, within 14 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 30 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Olin McIntosh OU2 Special Account within the EPA

Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

c. All EPA Work Takeover costs not paid under this ¶ 30 must be reimbursed as Future Response Costs under Section X (Payments for Response Costs).

31. **Modification of Amount, Form, or Terms of Financial Assurance.** SDs may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 26, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify SDs of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. SDs may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XIII (Dispute Resolution). SDs may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by SDs pursuant to the dispute resolution provisions of this CD or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, SDs shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 26.

32. **Release, Cancellation, or Discontinuation of Financial Assurance.** SDs may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Certification of Work Completion under ¶ [4.9] (Certification of Work Completion) of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation or discontinuance of any financial assurance, in accordance with the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XIII (Dispute Resolution).

X. PAYMENTS FOR RESPONSE COSTS

33. Payment by SDs for United States Past Response Costs.

a. Within 30 days after the Effective Date, SDs shall pay to EPA \$490,479.03 in payment for Past Response Costs. Payment shall be made in accordance with ¶ 35.a (instructions for past response cost payments).

b. **Deposit of Past Response Costs Payment.** The total amount to be paid by Setting Defendants pursuant to ¶ 33.a shall be deposited by EPA in the Olin McIntosh OU2 Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

34. **Payments by SDs for Future Response Costs.** SDs shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. **Periodic Bills.** On a periodic basis, EPA will send SDs a bill requiring payment that includes a Superfund Cost Recovery Package Imaging and On-Line System (SCORPIOS) Report, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and DOJ. SDs shall make all payments within 30 days after SDs' receipt of each bill requiring payment, except as otherwise provided in ¶ 36, in accordance with ¶ 35.b (instructions for future response cost payments).

b. **Deposit of Future Response Costs Payments.** The total amount to be paid by SDs pursuant to ¶ 34.a (Periodic Bills) shall be deposited by EPA in the Olin McIntosh OU2 Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Olin McIntosh OU2 Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by SDs pursuant to the dispute resolution provisions of this CD or in any other forum.

35. **Payment Instructions for SDs**

a. **Past Response Costs Payments**

(1) The Financial Litigation Unit (FLU) of the United States Attorney's Office for the Southern District of Alabama shall provide SDs, in accordance with ¶ 87, with instructions regarding making payments to DOJ on behalf of EPA. The instructions must include a Consolidated Debt Collection System (CDCS) number to identify payments made under this CD.

(2) For all payments subject to this ¶ 35.a, SDs shall make such payment by Fedwire Electronic Funds Transfer (EFT) / at <https://www.pay.gov> to the U.S. DOJ account, in accordance with the instructions provided under ¶ 35.a(1), and including references to the CDCS Number, Site/Spill ID Number 04L0, and DJ Number 90-11-3-11158 .

(3) For each payment made under this ¶ 35.a, SDs shall send notices, including references to the CDCS, Site/Spill ID, and DOJ numbers, to the United States, EPA, c/o Paula V. Painter, EPA R4 Program Analyst, and the EPA Cincinnati Finance Center, all in accordance with ¶ 87.

b. **Future Response Costs Payments and Stipulated Penalties**

NOTE: Choose one of the options below for payment by EFT, by ACH, or online.

(1) For all payments subject to this ¶ 35.b, SDs shall make such payment by Fedwire EFT, referencing the Site/Spill ID 04L0 and DJ number 90 - 11-3-11158. The Fedwire EFT payment must be sent as follows:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read
"D 68010727 Environmental Protection Agency"

(2) For all payments subject to this ¶ 35.b, SD shall make such payment by Automated Clearinghouse (ACH) for receiving US currency payment as follows:

US Treasury REX/Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of US Treasury Facility:
5700 Rivertech Court
Riverdale, MD 20737
Remittance Express (REX): 1-866-234-5681

Remittance Express (REX): 1-866-234-5681 For all payments subject to this ¶ 35.b, SD shall make such payment at <https://www.pay.gov> to the U.S. EPA account in accordance with instructions to be provided to SDs by EPA following lodging of the CD.

(3) For all payments made under this ¶ 35.b, SDs must include references to the Site/Spill ID and DJ numbers. At the time of any payment required to be made in accordance with ¶ 35.b, SDs shall send notices that payment has been made to the United States, EPA, c/o Paula V. Painter, EPA R4 Program Analyst, and the EPA Cincinnati Finance Center, all in accordance with ¶ 87. All notices must include references to the Site/Spill ID 04L0 and DJ number 90 -11-3-11158.

36. **Contesting Future Response Costs.** SDs may submit a Notice of Dispute, initiating the procedures of Section XIII (Dispute Resolution), regarding any Future Response Costs billed under ¶ 34 (Payments by SDs for Future Response Costs) if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Such Notice of Dispute shall be submitted in writing within 30 days after receipt of the bill and must be sent to the United States (if the United States' accounting is being disputed) pursuant to Section XX (Notices and Submissions). Such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If SDs submit a Notice of Dispute, SDs shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to the United States, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC), and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. SDs shall send to the United States, as provided in Section XX

(Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If the United States prevails in the dispute, SDs shall pay the sums due (with accrued interest) to the United States within 7 days after the resolution of the dispute. If SDs prevail concerning any aspect of the contested costs, SDs shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States within 7 days after the resolution of the dispute. SDs shall be disbursed any balance of the escrow account. All payments to the United States under this Paragraph shall be made in accordance with ¶¶ 35.b (instructions for future response cost payments). The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding SDs' obligation to reimburse the United States for its Future Response Costs.

37. **Interest.** In the event that any payment for Past Response Costs or for Future Response Costs required under this Section is not made by the date required, SDs shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of SDs' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of SDs' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Section XIV (Stipulated Penalties).

XI. INDEMNIFICATION AND INSURANCE

38. SDs' Indemnification of the United States

a. The United States does not assume any liability by entering into this CD or by virtue of any designation of SDs as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). SDs shall indemnify, save, and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of SDs, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on SDs' behalf or under their control, in carrying out activities pursuant to this CD, including, but not limited to, any claims arising from any designation of SDs as EPA's authorized representatives under Section 104(e) of CERCLA. Further, SDs agree to pay the United States all costs it incurs including, but not limited to, attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of SDs, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this CD. The United States shall not be held out as a party to any contract entered into by or on behalf of SDs in carrying out activities pursuant to this CD. Neither SDs nor any such contractor shall be considered an agent of the United States.

b. The United States shall give SDs notice of any claim for which the United States plans to seek indemnification pursuant to this ¶ 38, and shall consult with SDs prior to settling such claim.

39. SDs covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of SDs and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, SDs shall indemnify, save and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of SDs and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

40. **Insurance.** No later than 15 days before commencing any on-site Work, SDs shall secure, and shall maintain until the first anniversary after the RA has been performed in accordance with this CD and the Performance Standards have been achieved, commercial general liability insurance with limits of liability of \$1 million per occurrence, automobile liability insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming the United States as an additional insured with respect to all liability arising out of the activities performed by or on behalf of SDs pursuant to this CD. In addition, for the duration of this CD, SDs shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of SDs in furtherance of this CD. Prior to commencement of the Work, SDs shall provide to EPA certificates of such insurance and a copy of each insurance policy. SDs shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If SDs demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, SDs need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. SDs shall ensure that all submittals to EPA under this Paragraph identify the Olin McIntosh Site in McIntosh, Alabama and the civil action number of this case.

XII. FORCE MAJEURE

41. "Force majeure," for purposes of this CD, is defined as any event arising from causes beyond the control of SDs, of any entity controlled by SDs, or of SDs' contractors that delays or prevents the performance of any obligation under this CD despite SDs' best efforts to fulfill the obligation. The requirement that SDs exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or a failure to achieve the Performance Standards.

42. If any event occurs or has occurred that may delay the performance of any obligation under this CD for which SDs intend or may intend to assert a claim of force majeure, SDs shall notify EPA's Project Coordinator orally or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Superfund & Emergency Management Division, EPA Region 4, within 48 hours of when SDs first knew that the event might cause a delay. Within [5] days thereafter, SDs shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; SDs' rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of SDs, such event may cause or contribute to an endangerment to public health or welfare, or the environment. SDs shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. SDs shall be deemed to know of any circumstance of which SDs, any entity controlled by SDs, or SDs' contractors or subcontractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude SDs from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 41 and whether SDs have exercised their best efforts under ¶ 41, EPA may, in its unreviewable discretion, excuse in writing SDs' failure to submit timely or complete notices under this Paragraph.

43. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this CD that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify SDs in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify SDs in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

44. If SDs elect to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution) regarding EPA's decision, they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, SDs shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that SDs complied with the requirements of ¶¶ 41 and 42. If SDs carry this burden, the delay at issue shall be deemed not to be a violation by SDs of the affected obligation of this CD identified to EPA and the Court.

45. The failure by EPA to timely complete any obligation under the CD or under the SOW is not a violation of the CD, provided, however, that if such failure prevents SDs from meeting one or more deadlines in the SOW, SDs may seek relief under this Section.

XIII. DISPUTE RESOLUTION

46. Unless otherwise expressly provided for in this CD, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes regarding this CD. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of SDs that have not been disputed in accordance with this Section.

47. A dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute. Any dispute regarding this CD shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute.

48. Statements of Position

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 10 days after the conclusion of the informal negotiation period, SDs invoke the formal dispute resolution procedures of this Section by serving on the United States [and the State] a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by SDs. The Statement of Position shall specify SDs' position as to whether formal dispute resolution should proceed under ¶ 49 (Record Review) or 50.

b. Within 30 days after receipt of SDs' Statement of Position, EPA will serve on SDs its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under ¶ 49 (Record Review) or 50. Within 10 days after receipt of EPA's Statement of Position, SDs may submit a Reply.

c. If there is disagreement between EPA and SDs as to whether dispute resolution should proceed under ¶ 49 (Record Review) or 50, the parties to the dispute shall follow the procedures set forth in the Paragraph determined by EPA to be applicable. However, if SDs ultimately appeal to the Court to resolve the dispute, the Court shall determine which Paragraph is applicable in accordance with the standards of applicability set forth in ¶¶ 49 and 50.

49. **Record Review.** Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this CD, and the adequacy of the performance of response actions taken pursuant to this CD. Nothing in this CD shall be construed to allow any dispute by SDs regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Superfund & Emergency Management Division, EPA Region 4, will issue a final administrative decision resolving the dispute based on the administrative record described in ¶ 49.a. This decision shall be binding upon SDs, subject only to the right to seek judicial review pursuant to ¶¶ 49.c and 49.d.

c. Any administrative decision made by EPA pursuant to ¶ 49.b shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by SDs with the Court and served on all Parties within 10 days after receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this CD. The United States may file a response to SDs' motion.

d. In proceedings on any dispute governed by this Paragraph, SDs shall have the burden of demonstrating that the decision of the Superfund & Emergency Management Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to ¶ 49.a.

50. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. The Director of the Superfund & Emergency Management Division, EPA Region 4, will issue a final decision resolving the dispute based on the statements of position and reply, if any, served under ¶ 48. The Superfund & Emergency Management Division Director's decision shall be binding on SDs unless, within 10 days after receipt of the decision, SDs file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the CD. The United States may file a response to SDs' motion.

b. Notwithstanding ¶ M (CERCLA § 113(j) record review of ROD and Work) of Section I (Background), judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

51. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of SDs under this CD, except as provided in ¶ 36 (Contesting Future Response Costs), as agreed by EPA, or as determined by the Court. Stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute, as provided in ¶ 59. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this CD. In the event that SDs do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XIV (Stipulated Penalties).

XIV. STIPULATED PENALTIES

52. SDs shall be liable to the United States for stipulated penalties in the amounts set forth in ¶¶ 53.a and 54 for failure to comply with the obligations specified in ¶¶ 53.b and 54, unless excused under Section XII (Force Majeure). "Comply" as used in the previous sentence includes compliance by SDs with all applicable requirements of this CD, within the deadlines established under this CD and/or the SOW. If an initially submitted or resubmitted deliverable contains a material defect, and the deliverable is disapproved or modified by EPA under ¶ [6.65 (a)] (Initial Submissions) or [6.65(b)] (Resubmissions) of the SOW due to such material defect, then the material defect shall constitute a lack of compliance for purposes of this Paragraph.

53. **Stipulated Penalty Amounts - Payments, Financial Assurance, Major Deliverables, and Other Milestones**

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in ¶ 53.b:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 14th day	\$1,000
15th through 30th day	\$3,000
31st day and beyond	\$5,000

b. **Obligations**

(1) Payment of any amount due under Section X (Payments for Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section IX (Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Future Response Costs under ¶ 36 (Contesting Future Response Costs).

(4) Execution and recording of Proprietary Controls under ¶ 19.

54. **Stipulated Penalty Amounts – Other Deliverables.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables pursuant to the CD and/or the SOW other than those specified in Paragraph 53.b:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 14th day	\$500
15th through 30th day	\$2,000
31st day and beyond	\$3,000

55. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 66 (Work Takeover), SDs shall be liable for a stipulated penalty in the amount of \$250,000.00. Stipulated penalties under this Paragraph are in addition to the remedies available under ¶¶ 30 (Access to Financial Assurance) and 66 (Work Takeover).

56. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the

correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ [6.6] (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies SDs of any deficiency; (b) with respect to a decision by the Director of the Superfund & Emergency Management Division, EPA Region 4, under ¶ 49.b or 50.a of Section XIII (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that SDs' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (c) with respect to judicial review by this Court of any dispute under Section XIII (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing in this CD shall prevent the simultaneous accrual of separate penalties for separate violations of this CD.

57. Following EPA's determination that SDs have failed to comply with a requirement of this CD, EPA may give SDs written notification of the same and describe the noncompliance. EPA may send SDs a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified SDs of a violation.

58. All penalties accruing under this Section shall be due and payable to the United States within 30 days after SDs' receipt from EPA of a demand for payment of the penalties, unless SDs invoke the Dispute Resolution procedures under Section XIII (Dispute Resolution) within the 30-day period. All payments to the United States under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with ¶ 35.b (instructions for future response cost payments).

59. Penalties shall continue to accrue as provided in ¶ 56 during any dispute resolution period, but need not be paid until the following:

- a. If the dispute is resolved by agreement of the parties or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owed shall be paid to EPA within 15 days after the agreement or the receipt of EPA's decision or order;
- b. If the dispute is appealed to this Court and the United States prevails in whole or in part, SDs shall pay all accrued penalties determined by the Court to be owed to EPA within 60 days after receipt of the Court's decision or order, except as provided in ¶ 59.c;
- c. If the District Court's decision is appealed by any Party, SDs shall pay all accrued penalties determined by the District Court to be owed to the United States into an interest-bearing escrow account, established at a duly chartered bank or trust company that is insured by the FDIC, within 60 days after receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days after receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to SDs to the extent that they prevail.

60. If SDs fail to pay stipulated penalties when due, SDs shall pay Interest on the unpaid stipulated penalties as follows: (a) if SDs have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute

resolution. Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 59 until the date of payment; and (b) if SDs fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 58 until the date of payment. If SDs fail to pay stipulated penalties and Interest when due, the United States [or the State] may institute proceedings to collect the penalties and Interest.

61. The payment of penalties and Interest, if any, shall not alter in any way SDs' obligation to complete the performance of the Work required under this CD.

62. Nothing in this CD shall be construed as prohibiting, altering, or in any way limiting the ability of the United States [or the State] to seek any other remedies or sanctions available by virtue of SDs' violation of this CD or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(f) of CERCLA, 42 U.S.C. § 9622(f), provided, however, that the United States shall not seek civil penalties pursuant to Section 122(f) of CERCLA for any violation for which a stipulated penalty is provided in this CD, except in the case of a willful violation of this CD.

63. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this CD.

XV. COVENANTS BY PLAINTIFF

64. Covenants for SDs by United States

Except as provided in ¶ 65 (General Reservations of Rights), the United States covenants not to sue or to take administrative action against SDs pursuant to Sections 106 and 107(a) of CERCLA for the Work, Past Response Costs, and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by SDs of their obligations under this CD. These covenants extend only to SDs and do not extend to any other person.

65. **General Reservations of Rights.** The United States reserves, and this CD is without prejudice to, all rights against SDs with respect to all matters not expressly included within Plaintiff's covenants. Notwithstanding any other provision of this CD, the United States reserves all rights against SDs, with respect to:

- a. liability for failure by SDs to meet a requirement of this CD;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;
- c. liability based on the ownership of the Site by SDs when such ownership commences after signature of this CD by SDs;
- d. liability based on the operation of the Site by SDs when such operation commences after signature of this CD by SDs and does not arise solely from SDs' performance of the Work;
- e. liability based on SDs' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in

connection with the Site, other than as provided in the ROD, the Work, or otherwise ordered by EPA, after signature of this CD by SDs:

- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- g. criminal liability;
- h. liability for violations of federal or state law that occur during or after implementation of the Work; and
- i. liability, prior to achievement of Performance Standards, for additional response actions that EPA determines are necessary to achieve and maintain Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, but that cannot be required pursuant to ¶ 13 (Modification of SOW or Related Deliverables);
- j. liability for additional operable units at the Site or the final response action;
- k. liability for costs that the United States will incur regarding the Site but that are not within the definition of Future Response Costs.

66. Work Takeover

a. In the event EPA determines that SDs: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to SDs. Any Work Takeover Notice issued by EPA will specify the grounds upon which such notice was issued and will provide SDs a period of 10 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 10-day notice period specified in ¶ 66.a, SDs have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify SDs in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 66.b. Funding of Work Takeover costs is addressed under ¶ 30 (Access to Financial Assurance).

c. SDs may invoke the procedures set forth in ¶ 49 (Record Review), to dispute EPA's implementation of a Work Takeover under ¶ 66.b. However, notwithstanding SDs' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under ¶ 66.b until the earlier of (1) the date that SDs remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a final decision is rendered in accordance with ¶ 49 (Record Review) requiring EPA to terminate such Work Takeover.

67. Notwithstanding any other provision of this CD, the United States [and the State] retain[s] all authority and reserve[s] all rights to take any and all response actions authorized by law.

XVI. COVENANTS BY SDs

68. **Covenants by SDs.** Subject to the reservations in ¶ 70, SDs covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Work, past response actions regarding the Site, Past Response Costs, Future Response Costs and this CD, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA §§ 106(b)(2), 107, 111, 112 or 113, or any other provision of law;
- b. any claims under CERCLA §§ 107 or 113, RCRA Section 7002(a), 42 U.S.C. § 6972(a), or state law regarding the Work, past response actions regarding the Site Past Response Costs, Future Response Costs, and this CD; or
- c. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Alabama Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

69. Except as provided in ¶¶ 72 (Waiver of Claims by SDs) and 78 (Res Judicata and Other Defenses), the covenants in this Section shall not apply if the United States [or the State] brings a cause of action or issues an order pursuant to any of the reservations in Section XV (Covenants by Plaintiff), other than in ¶¶ 65.a (claims for failure to meet a requirement of the CD), 65.g (criminal liability), and 65.h (violations of federal/state law during or after implementation of the Work), but only to the extent that SDs' claims arise from the same response action, response costs, or damages that the United States [or the State] is seeking pursuant to the applicable reservation.

70. SDs reserve, and this CD is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of SDs' deliverables or activities.

71. Nothing in this CD shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

72. Waiver of Claims by SDs

a. SDs agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to SDs with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

b. Exceptions to Waiver

(1) The waiver under this ¶ 72 shall not apply with respect to any defense, claim, or cause of action that a SD may have against any person otherwise covered by such waiver if such person asserts a claim or cause of action relating to the Site against such SD.

(2) The waiver under ¶ 72.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

XVII. EFFECT OF SETTLEMENT; CONTRIBUTION

73. Except as provided in ¶ 72 (Waiver of Claims by SDs), nothing in this CD shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this CD. Except as provided in Section XVI (Covenants by SDs), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this CD diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

74. The Parties agree, and by entering this CD this Court finds, that this CD constitutes a judicially-approved settlement pursuant to which each SD has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this CD. The “matters addressed” in this CD are the Work, Past Response Costs, and Future Response Costs.

75. The Parties further agree, and by entering this CD this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this CD constitutes a judicially-approved settlement pursuant to which each Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

76. Each SD shall, with respect to any suit or claim brought by it for matters related to this CD, notify the United States [and the State] in writing no later than 60 days prior to the initiation of such suit or claim.

77. Each SD shall, with respect to any suit or claim brought against it for matters related to this CD, notify in writing the United States [and the State] within 10 days after service of the complaint on such SD. In addition, each SD shall notify the United States [and the State] within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial.

78. **Res Judicata and Other Defenses.** In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, SDs shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XV (Covenants by Plaintiff).

XVIII. ACCESS TO INFORMATION

79. SDs shall provide to EPA, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “Records”) within SDs’ possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this CD, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. SDs shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

80. **Privileged and Protected Claims**

a. SDs may assert that all or part of a Record requested by Plaintiff is privileged or protected as provided under federal law, in lieu of providing the Record, provided SDs comply with ¶ 80.b, and except as provided in ¶ 80.c.

b. If SDs assert a claim of privilege or protection, they shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, SDs shall provide the Record to Plaintiff in redacted form to mask the privileged or protected portion only. SDs shall retain all Records that they claim to be privileged or protected until Plaintiff has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the SDs' favor.

c. SDs may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that SDs are required to create or generate pursuant to this CD.

81. **Business Confidential Claims.** SDs may assert that all or part of a Record provided to Plaintiff under this Section or Section XIX (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). SDs shall segregate and clearly identify all Records or parts thereof submitted under this CD for which SDs assert business confidentiality claims. Records that SDs claim to be confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified SDs that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to SDs.

82. If relevant to the proceeding, the Parties agree that validated sampling or monitoring data generated in accordance with the SOW and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this CD.

83. Notwithstanding any provision of this CD, Plaintiff retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIX. RETENTION OF RECORDS

84. Until 10 years after EPA's Certification of Work Completion under ¶ [4.9] (Certification of Work Completion) of the SOW, each SD shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that SDs who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each SD must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-

identical copies of the last draft or final version of any Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each SD (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

85. At the conclusion of this record retention period, SDs shall notify the United States at least 90 days prior to the destruction of any such Records, and, upon request by the United States [or the State], and except as provided in ¶ 80 (Privileged and Protected Claims), SDs shall deliver any such Records to EPA.

86. Each SD certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(c)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(c)(3)(B), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XX. NOTICES AND SUBMISSIONS

87. All approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, and requests specified in this CD must be in writing unless otherwise specified. Whenever, under this CD, notice is required to be given, or a report or other document is required to be sent, by one Party to another, it must be directed to the person(s) specified below at the address(es) specified below. Any Party may change the person and/or address applicable to it by providing notice of such change to all Parties. All notices under this Section are effective upon receipt, unless otherwise specified. Notices required to be sent to EPA, and not to the United States, should not be sent to the DOJ. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the CD regarding such Party.

As to the United States:

EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
eesdcopy.enrd@usdoj.gov
Re: DJ # 90-11-3-11158

As to EPA:

Director, Superfund & Emergency Management
Division
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

and:

Beth Walden
EPA Project Coordinator
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
Walden.beth@epa.gov
303-562-8814

Lisa Ellis
Office of Regional Counsel
U.S. Environmental Protection Agency
61 Forsyth Street, SW
Atlanta, GA 30303
Ellis.lisa@epa.gov

**As to the Regional 4 Program
Analyst:**

Paula V. Painter
U.S. Environmental Protection Agency Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
Painter.paula@epa.gov
404-562-8887

**At to EPA Cincinnati Finance
Center:**

EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268
cinwd_acctsreceivable@epa.gov

As to the State:

[name]
State Project Coordinator
[address]
[email]

As to SDs:

[name]
SDs' Project Coordinator
[address]
[email]
[phone]

XXI. RETENTION OF JURISDICTION

88. This Court retains jurisdiction over both the subject matter of this CD and SDs for the duration of the performance of the terms and provisions of this CD for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this CD, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIII (Dispute Resolution).

XXII. APPENDICES

89. The following appendices are attached to and incorporated into this CD:

"Appendix A" is the ROD.

"Appendix B" is the SOW.

"Appendix C" is the map of the Site.

"Appendix D" is the OU2 remediation footprint map.

"Appendix E" is the draft form for Proprietary Controls.

XXIII. MODIFICATION

90. Except as provided in ¶ 13 (Modification of SOW or Related Deliverables), material modifications to this CD, including the SOW, shall be in writing, signed by the United States and SDs, and shall be effective upon approval by the Court. Except as provided in ¶ 13, non-material modifications to this CD, including the SOW, shall be in writing and shall be effective when signed by duly authorized representatives of the United States and SDs. A modification to the SOW shall be considered material if it implements a ROD amendment that fundamentally alters the basic features of the selected remedy within the meaning of 40 C.F.R. § 300.435(c)(2)(ii). Before providing its approval to any material modification to the SOW, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

91. Nothing in this CD shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this CD.

XXIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

92. This CD shall be lodged with the Court for at least 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the CD should facts or considerations be disclosed that indicate that the CD is inappropriate, improper, or inadequate. SDs consent to the entry of this CD without further notice.

93. If for any reason the Court should decline to approve this CD in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXV. SIGNATORIES/SERVICE

94. Each undersigned representative of a SD to this CD and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this CD and to execute and legally bind such Party to this document.

95. Each SD agrees not to oppose entry of this CD by this Court or to challenge any provision of this CD unless the United States has notified SDs in writing that it no longer supports entry of the CD.

96. Each SD shall identify, on the attached signature page, the name, address, and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this CD. SDs agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. SDs need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this CD.

XXVI. FINAL JUDGMENT

97. This CD and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties regarding the settlement embodied in the CD. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this CD.

98. Upon entry of this CD by the Court, this CD shall constitute a final judgment between and among the United States and SDs. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 20__.

United States District Judge

Signature Page for CD regarding OU2 of the Olin McIntosh Superfund Site

FOR THE UNITED STATES OF AMERICA:

Dated

[Name]
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division
Washington, D.C. 20530

Valerie K. Mann
Trial Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611

Signature Page for CD regarding OU2 of the Olin McIntosh Superfund Site

Franklin E. Hill, Director
Superfund & Emergency Management Division
U.S. Environmental Protection Agency
Region 4
61 Forsyth St., SW
Atlanta, GA 30303

Elisabet M. Ellis
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 4
61 Forsyth St., SW
Atlanta, GA 30303

Signature Page for CD regarding OU2 of the Olin McIntosh Superfund Site

FOR _____ :
[Print name of Settling Defendant]

Dated

Name (print):
Title:
Address:

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Company: _____
Address: _____

Phone: _____
email: _____

NOTE: A separate signature page must be signed by each settlor.

Appendix “A”

Olin McIntosh Site – OU2 ROD

Appendix “B”

Olin McIntosh Site – OU2 SOW

REMEDIAL DESIGN/REMEDIAL ACTION
STATEMENT OF WORK
OPERABLE UNIT 2
OLIN CORP. (MCINTOSH PLANT) SUPERFUND SITE
McIntosh, Washington County, State of Alabama
EPA Region 4

May 2019

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1. INTRODUCTION

1.1 Purpose of the SOW. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work.

1.2 Structure of the SOW

- Section 2 (Community Involvement) sets forth EPA's and Settling Defendants' (SDs') responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the RD, which includes the submission of specified primary deliverables.
- Section 4 (Remedial Action) sets forth requirements regarding the completion of the RA, including primary deliverables related to completion of the RA.
- Section 5 (Reporting) sets forth SDs' reporting obligations.
- Section 6 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding SDs' submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables.
- Section 7 (Schedules) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RA.
- Section 8 (State Participation) addresses State participation.
- Section 9 (References) provides a list of references, including URLs.

1.3 The Scope of the Remedy includes the actions described in Section 1.4 of the ROD, including:

Multi-layered Cap. A multi-layered cap applied in-situ over approximately 80 acres of sediment exceeding the sediment cleanup levels. The cap will consist of three layers: 1) a mixing zone, 2) an effective cap layer, and 3) a habitat layer. The capping materials and their thicknesses will be determined during remedial design. These capping materials will be physically and chemically compatible with the environment in which they are placed. Geotechnical parameters will be evaluated to ensure compatibility among cap components, native sediment, and surface water. The placement method will minimize short-term risk from the release of contaminated pore water and resuspension of contaminated sediment during cap placement. Reactive materials may be used to reduce the potential for contaminants to migrate through the cap.

Additional Sampling and Analyses. Additional sampling and analyses will be performed in the channel connecting Round Pond to the Olin Basin and the perimeter of the Round Pond floodplain soils that are often inundated, as well as the former wastewater and discharge ditch, to further refine the remedial footprint. Depending on the results of this characterization, these floodplain soil areas may require installation of a cap.

Institutional Controls. The institutional controls (deed and restrictive covenant) that are currently in place as a result of OU-1 (Operable Unit 1) will be amended to include the OU-2 remedial footprint and use restrictions. Also, engineering controls, such as warning signs, including fish advisory signage, fencing, and security monitoring will be implemented to restrict access and prevent exposures to human receptors.

Construction Monitoring. Construction monitoring for capping will be designed to ensure that the design plans and specifications are followed in the placement of the cap and to monitor the extent of any contaminant releases during cap placement. Construction monitoring will likely include interim and post-construction cap material placement surveys, sediment cores, sediment profiling camera, and chemical resuspension monitoring for contaminants. In the initial period following cap construction, sediment samples will be taken to confirm that cleanup levels were achieved and benthic community assessments will be performed to evaluate restoration efforts.

Maintenance. Maintenance of the in-situ cap will include the repair and replenishment of the layers where necessary to prevent releases of contaminants.

Long-Term Monitoring. Long-term monitoring will include physical, chemical, and biological measurements in various media to evaluate long-term remedy effectiveness in achieving remedial action objectives (RAOs), attaining cleanup levels, and in reducing human health and environmental risk. In addition, long-term monitoring data is needed to complete the five-year review process.

- 1.4 The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Consent Decree (CD), have the meanings assigned to them in CERCLA, in such regulations, or in the CD, except that the term "Paragraph" or "¶" means a paragraph of the SOW, and the term "Section" means a section of the SOW, unless otherwise stated.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

- (a) EPA has the lead responsibility for developing and implementing community involvement activities at the Site. Previously during the RI/FS phase, EPA developed a Community Involvement Plan (CIP) for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities during the Work that are not already addressed or provided for in the existing CIP.
- (b) If requested by EPA, SDs shall participate in community involvement activities, including participation in (1) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site. SDs' support of EPA's community involvement activities may include providing online access to

initial submissions and updates of deliverables to (1) any Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. EPA may describe in its CIP SDs' responsibilities for community involvement activities. All community involvement activities conducted by SDs at EPA's request are subject to EPA's oversight. **SDs' CI Coordinator.** If requested by EPA, SDs shall, within 15 days, designate and notify EPA of SDs' Community Involvement Coordinator (SDs' CI Coordinator). SDs may hire a contractor for this purpose. SDs' notice must include the name, title, and qualifications of the SDs' CI Coordinator. SDs' CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

3. REMEDIAL DESIGN

3.1 RD Work Plan. SDs shall submit a Remedial Design (RD) Work Plan (RDWP) for EPA approval. The RDWP must include:

- (a) Plans for implementing all RD activities identified in this SOW, in the RDWP, or required by EPA to be conducted to develop the RD;
- (b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;
- (c) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the Remedial Action (RA) as necessary to implement the Work;
- (d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
- (e) Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);
- (f) Description of any proposed pre-design investigation;
- (g) Description of any proposed treatability study;
- (h) Descriptions of any applicable permitting requirements and other regulatory requirements;
- (i) Description of plans for obtaining access in connection with the Work, such as property acquisition, property leases, and/or easements; and
- (j) The following supporting deliverables described in ¶ 6.7 (Supporting Deliverables): Health and Safety Plan; Emergency Response Plan, Quality Assurance Plan)

3.2 SDs shall meet regularly with EPA to discuss design issues as necessary, as directed or determined by EPA.

3.3 **Pre-Design Investigation.** The purpose of the Pre-Design Investigation (PDI) is to address data gaps by conducting additional field investigations.

(a) **PDI Work Plan.** SDs shall submit a PDI Work Plan (PDIWP) for EPA approval. The PDIWP must include:

- (1) An evaluation and summary of existing data and description of data gaps;
- (2) A sampling plan including media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples; and
- (3) Cross references to quality assurance/quality control (QA/QC) requirements set forth in the Quality Assurance Project Plan (QAPP) as described in ¶ 6.7(d).

(b) Following the PDI, SDs shall submit a PDI Evaluation Report. This report must include:

- (1) Summary of the investigations performed;
- (2) Summary of investigation results;
- (3) Summary of validated data (i.e., tables and graphics);
- (4) Data validation reports and laboratory data reports;
- (5) Narrative interpretation of data and results;
- (6) Results of statistical and modeling analyses;
- (7) Photographs documenting the work conducted; and
- (8) Conclusions and recommendations for RD, including design parameters and criteria.

(c) EPA may require SDs to supplement the PDI Evaluation Report and/or to perform additional pre-design studies.

3.4 **Treatability Study**

(a) SDs shall perform a Treatability Study (TS) for the purpose of evaluating capping materials, geotechnical parameters, and placement methods.

(b) SDs shall submit a TS Work Plan (TSWP) for EPA approval. SDs shall prepare the TSWP in accordance with EPA's *Guide for Conducting Treatability Studies*

under CERCLA, Final (Oct. 1992), as supplemented for RD by the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995).

- (c) Following completion of the TS, SDs shall submit a TS Evaluation Report for EPA comment.
- (d) EPA may require SDs to supplement the TS Evaluation Report and/or to perform additional treatability studies.

3.5 Preliminary (30%) RD. SDs shall submit a Preliminary (30%) RD for EPA's comment. The Preliminary RD must include:

- (a) A design criteria report, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995);
- (b) Preliminary drawings and specifications;
- (c) Descriptions of permit requirements, if applicable;
- (d) Preliminary Operation and Maintenance (O&M) Plan and O&M Manual;
- (e) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's *Principles for Greener Cleanups* (Aug. 2009);
- (f) A description of monitoring and control measures to protect human health and the environment, such as air monitoring and dust suppression, during the RA;
- (g) Any proposed revisions to the RA Schedule that is set forth in ¶ 7.3 (RA Schedule); and

3.6 Pre-Final (95%) RD. SDs shall submit the Pre-final (95%) RD for EPA's comment. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address EPA's comments regarding the Preliminary RD. The Pre-final RD will serve as the approved Final (100%) RD if EPA approves the Pre-final RD without comments. The Pre-final RD must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a registered professional engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's Master Format 2018 Edition.
- (b) A survey and engineering drawings showing existing Site features, such as elements, property borders, easements, and Site conditions;
- (c) Pre-Final versions of the same elements and deliverables as are required for the Preliminary RD;
- (d) A specification for photographic documentation of the RA; and

- (c) Updates of all supporting deliverables required to accompany the Preliminary (30%) RD.
- 3.7 **Final (100%) RD.** SDs shall submit the Final (100%) RD for EPA approval. The Final RD must address EPA's comments on the Pre-final RD and must include final versions of all Pre-final RD deliverables.

4. REMEDIAL ACTION

- 4.1 **RA Work Plan.** SDs shall submit a RA Work Plan (RAWP) for EPA approval that includes:
- (a) A proposed RA Construction Schedule;
 - (b) An updated health and safety plan that covers activities during the RA; and
 - (c) Plans for satisfying permitting requirements, including obtaining permits for off-site activity and for satisfying substantive requirements of permits for on-site activity.
- 4.2 **Independent Quality Assurance Team.** SDs shall notify EPA of SDs' designated Independent Quality Assurance Team (IQAT). The IQAT will be independent of the Supervising Contractor. SDs may hire a third party for this purpose. SDs' notice must include the names, titles, contact information, and qualifications of the members of the IQAT. The IQAT will have the responsibility to determine whether Work is of expected quality and conforms to applicable plans and specifications. The IQAT will have the responsibilities as described in Section 2.1.3 of the *Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties*, EPA/540/G-90/001 (Apr. 1990).
- 4.3 **Meetings and Inspections**
- (a) **Preconstruction Conference.** SDs shall hold a preconstruction conference with EPA and others as directed or approved by EPA and as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995). SDs shall prepare minutes of the conference and shall distribute the minutes to all Parties.
 - (b) **Periodic Meetings.** During the construction portion of the RA (RA Construction), SDs shall meet regularly [**insert frequency if appropriate**] with EPA, and others as directed or determined by EPA, to discuss construction issues. SDs shall distribute an agenda and list of attendees to all Parties prior to each meeting. SDs shall prepare minutes of the meetings and shall distribute the minutes to all Parties.
 - (c) **Inspections**
 - (1) EPA or its representative shall conduct periodic inspections of or have an on-site presence during the Work. At EPA's request, the Supervising

Contractor or other designee shall accompany EPA or its representative during inspections.

- (2) SDs shall provide on-site office space for EPA personnel to perform their oversight duties when requested. The minimum office requirements are an office desk with chair, access to reproduction, wireless internet access, and sanitation facilities.
- (3) SDs shall provide personal protective equipment needed for EPA personnel and any oversight officials to perform their oversight duties.
- (4) Upon notification by EPA of any deficiencies in the RA Construction, SDs shall take all necessary steps to correct the deficiencies and/or bring the RA Construction into compliance with the approved Final RD, any approved design changes, and/or the approved RAWP. If applicable, SDs shall comply with any schedule provided by EPA in its notice of deficiency.

4.4 Emergency Response and Reporting

- (a) **Emergency Response and Reporting.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, SDs shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 4.4(c)) orally; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.
- (b) **Release Reporting.** Upon the occurrence of any event during performance of the Work that SDs are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, SDs shall immediately notify the authorized EPA officer orally.
- (c) The "authorized EPA officer" for purposes of immediate oral notifications and consultations under ¶ 4.4(a) and ¶ 4.4(b) is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or the EPA [Emergency Response Unit], Region 4 (if neither EPA Project Coordinator is available).
- (d) For any event covered by ¶ 4.4(a) and ¶ 4.4(b), SDs shall: (1) within [14] days after the onset of such event, submit a report to EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to EPA describing all actions taken in response to such event.

- (c) The reporting requirements under ¶ 4.4 are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

4.5 Off-Site Shipments

- (a) SDs may ship hazardous substances, pollutants, and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. SDs will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if SDs obtain a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).
- (b) SDs may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide notice to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator. This notice requirement will not apply to any off-Site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. SDs also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. SDs shall provide the notice after the award of the contract for RA construction and before the Waste Material is shipped.
- (c) SDs may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, *EPA's Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the ROD. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 CFR § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

4.6 RA Construction Completion

- (a) For purposes of this ¶ 4.6, "RA Construction" comprises, for any RA that involves the construction and operation of a system to achieve Performance Standards (for example, groundwater or surface water restoration remedies), the construction of such system and the performance of all activities necessary for the system to function properly and as designed.
- (b) **Inspection of Constructed Remedy.** SDs shall schedule an inspection to review the construction and operation of the system and to review whether the system is functioning properly and as designed. The inspection must be attended by SDs

and EPA and/or their representatives. A re-inspection must be conducted if requested by EPA.

- (c) **Shakedown Period.** There shall be a shakedown period of up to one year for EPA to review whether the remedy is functioning properly and performing as designed. SDs shall provide such information as EPA requests for such review.
- (d) **RA Report.** Following the shakedown period, SDs shall submit an "RA Report" requesting EPA's determination that RA Construction has been completed. The RA Report must: (1) include statements by a registered professional engineer and by SDs' Project Coordinator that construction of the system is complete and that the system is functioning properly and as designed; (2) include a demonstration, and supporting documentation, that construction of the system is complete and that the system is functioning properly and as designed; (3) include as-built drawings signed and stamped by a registered professional engineer; (4) be prepared in accordance with Chapter 2 (Remedial Action Completion) of EPA's *Close Out Procedures for NPL Sites* guidance (May 2011), as supplemented by *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017); and (5) be certified in accordance with ¶ 6.5 (Certification).
- (e) If EPA determines that RA Construction is not complete, EPA shall so notify SDs. EPA's notice must include a description of, and schedule for, the activities that SDs must perform to complete RA Construction. EPA's notice may include a schedule for completion of such activities or may require SDs to submit a proposed schedule for EPA approval. SDs shall perform all activities described in the EPA notice in accordance with the schedule.
- (f) If EPA determines, based on the initial or any subsequent RA Report, that RA Construction is complete, EPA shall so notify SDs.

4.7 RA Completion

- (a) **RA Monitoring Report.** SDs shall submit a RA Monitoring Report to EPA. The report must: (1) include certifications by a registered professional engineer and by SD's Project Coordinator that the RA is complete; (2) contain monitoring data to demonstrate that Performance Standards have been achieved; and (3) be certified in accordance with ¶ 6.5 (Certification of Work Completion).
- (b) If EPA concludes that the RA is not Complete, EPA shall so notify SDs. EPA's notice must include a description of any deficiencies. EPA's notice may include a schedule for addressing such deficiencies or may require SDs to submit a schedule for EPA approval. SDs shall perform all activities described in the notice in accordance with the schedule.
- (c) If EPA concludes, based on the initial or any subsequent RA Monitoring Report requesting Certification of Work Completion, that the Work is Complete, EPA shall so certify to SDs in accordance with ¶ 4.9.

4.8 Periodic Review Support Plan (PRSP). SDs shall submit the PRSP for EPA approval. The PRSP addresses the studies and investigations that SDs shall conduct to support EPA's reviews of whether the RA is protective of human health and the environment in accordance with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c) (also known as "Five-year Reviews"). SDs shall develop the plan in accordance with *Comprehensive Five-year Review Guidance*, OSWER 9355.7-03B-P (June 2001), and any other relevant five-year review guidances.

4.9 Certification of Work Completion

- (a) **Work Completion Inspection.** SDs shall schedule an inspection for the purpose of obtaining EPA's Certification of Work Completion. The inspection must be attended by SDs and EPA and/or their representatives.
- (b) **Work Completion Report.** Following the inspection, SDs shall submit a report to EPA requesting EPA's Certification of Work Completion. The report must:
 - (1) include certifications by a registered professional engineer and by SDs' Project Coordinator that the Work, including all O&M activities, is complete; and
 - (2) be certified in accordance with ¶ 6.5 (Certification). If the RA Monitoring Report submitted under ¶ 4.7(a) includes all elements required under this ¶ 4.9(b), then the RA Monitoring Report/ suffices to satisfy all requirements under this ¶ 4.9(b).
- (c) If EPA concludes that the Work is not complete, EPA shall so notify SDs. EPA's notice must include a description of the activities that SDs must perform to complete the Work. EPA's notice must include specifications and a schedule for such activities or must require SDs to submit specifications and a schedule for EPA approval. SDs shall perform all activities described in the notice or in the EPA-approved specifications and schedule.
- (d) If EPA concludes, based on the initial or any subsequent report requesting Certification of Work Completion, that the Work is complete, EPA shall so certify in writing to SDs. Issuance of the Certification of Work Completion does not affect the following continuing obligations: (1) activities under the Periodic Review Support Plan; (2) obligations under Sections [VIII] (Property Requirements), [XXI] (Retention of Records), and [XVIII] (Access to Information) of the CD; (3) Institutional Controls obligations as provided in the ICIAP; and (4) reimbursement of EPA's Future Response Costs under Section [X] (Payments for Response Costs) of the CD.

5. REPORTING

5.1 Progress Reports. Commencing with the month following lodging of the CD and until EPA approves the Work Completion, SDs shall submit progress reports to EPA on a monthly basis, or as otherwise requested by EPA. The reports must cover all activities that took place during the prior reporting period, including:

- (a) The actions that have been taken toward achieving compliance with the CD;

- (b) A summary of all results of sampling, tests, and all other data received or generated by SDs;
- (c) A description of all deliverables that SDs submitted to EPA;
- (d) A description of all activities relating to RA Construction that are scheduled for the next six weeks;
- (e) An updated RA Construction Schedule, together with information regarding percentage of completion, delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) A description of any modifications to the work plans or other schedules that SDs have proposed or that have been approved by EPA; and
- (g) A description of all activities undertaken in support of the Community Involvement Plan (CIP) during the reporting period and those to be undertaken in the next six weeks.

5.2 Notice of Progress Report Schedule Changes. If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 5.1(d), changes, SDs shall notify EPA of such change at least 7 days before performance of the activity.

6. DELIVERABLES

- 6.1 Applicability.** SDs shall submit deliverables for EPA approval or for EPA comment as specified in the SOW. If neither is specified, the deliverable does not require EPA's approval or comment. Paragraphs 6.2 (In Writing) through 6.4 (Technical Specifications) apply to all deliverables. Paragraph 6.5 (Certification) applies to any deliverable that is required to be certified. Paragraph 6.6 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval.
- 6.2 In Writing.** As provided in [¶ 105] of the CD, all deliverables under this SOW must be in writing unless otherwise specified.
- 6.3 General Requirements for Deliverables.** All deliverables must be submitted by the deadlines in the RD Schedule or RA Schedule, as applicable. SDs shall submit all deliverables to EPA in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in ¶ 6.4 All other deliverables shall be submitted to EPA in the electronic form specified by the EPA Project Coordinator. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5" by 11", SDs shall also provide EPA with paper copies of such exhibits.
- 6.4 Technical Specifications**

Sampling, monitoring and environmental data should be submitted in standard R4 Electronic Data Deliverable (EDD) format. The format is available at: <https://www.epa.gov/superfund/region-4-superfund-electronic-data-submission>. Other delivery methods may be allowed if electronic direct submission technology changes.

- (a) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the R4 preferred spatial file format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://www.epa.gov/geospatial/epa-metadata-editor>.
- (b) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (c) Spatial data submitted by SDs does not, and is not intended to, define the boundaries of the Site.

6.5 Certification. All deliverables that require compliance with this ¶ 6.5 must be signed by the SDs' Project Coordinator, or other responsible official of SDs, and must contain the following statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

6.6 Approval of Deliverables

(a) Initial Submissions

- (1) After review of any deliverable that is required to be submitted for EPA approval under the CD or the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified

conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.

- (2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 6.6(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 6.6(a), SDs shall, within 21 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring SDs to correct the deficiencies; or (5) any combination of the foregoing.

- (c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 6.6(a) (Initial Submissions) or ¶ 6.6(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and be enforceable under the CD; and (2) SDs shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.6(a) or ¶ 6.6(b) does not relieve SDs of any liability for stipulated penalties under Section [XIV] (Stipulated Penalties) of the CD.

- 6.7 **Supporting Deliverables.** SDs shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. SDs shall develop the deliverables in accordance with all applicable regulations, guidances, and policies (see Section 9 (References)). SDs shall update each of these supporting deliverables as necessary or appropriate during the course of the Work, and/or as requested by EPA.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by the Work. SDs shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. EPA does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.

- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency at the Site (for example, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP must include:
- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
 - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable), consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
 - (4) Notification activities in accordance with ¶ 4.4(b) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
 - (5) A description of all necessary actions to ensure compliance with Paragraph [11] (Emergencies and Releases) of the CD in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses all sample collection activities. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. SDs shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988).
- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) augments the FSP and addresses sample analysis and data handling regarding the Work. The QAPP must include a detailed explanation of SDs' quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. SDs shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*, QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005). The QAPP also must include procedures:

- (1) To ensure that EPA and the State and their authorized representative have reasonable access to laboratories used by SDs in implementing the CD (SDs' Labs);
 - (2) To ensure that SDs' Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;
 - (3) To ensure that SDs' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis*, ILM05.4 (Dec. 2006); *USEPA Contract Laboratory Program Statement of Work for Organic Analysis*, SOM01.2 (amended Apr. 2007); and *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM01.2 (Jan. 2010)) or other methods acceptable to EPA;
 - (4) To ensure that SDs' Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;
 - (5) For SDs to provide EPA and the State with notice at least 28 days prior to any sample collection activity;
 - (6) For SDs to provide split samples and/or duplicate samples to EPA and the State upon request;
 - (7) For EPA and the State to take any additional samples that they deem necessary;
 - (8) For EPA and the State to provide to SDs, upon request, split samples and/or duplicate samples in connection with EPA's and the State's oversight sampling; and
 - (9) For SDs to submit to EPA and the State all sampling and tests results and other data in connection with the implementation of the CD.
- (e) **OU-2 Long-Term Monitoring Plan.** The purpose of the Site Wide Monitoring Plan (SWMP) is to obtain baseline information regarding the extent of contamination in affected media at the Site; to obtain information, through short- and long- term monitoring, about the movement of and changes in contamination throughout the Site, before and during implementation of the RA; to obtain information regarding contamination levels to determine whether Performance Standards (PS) are achieved; and to obtain information to determine whether to perform additional actions, including further Site monitoring. The SWMP must include:
- (1) Description of the environmental media to be monitored;

- (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
 - (4) Description of verification sampling procedures;
 - (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies; and
 - (6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) in the event that results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).
- (f) **Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the Construction Quality Assurance Plan (CQAP) is to describe planned and systemic activities that provide confidence that the RA construction will satisfy all plans, specifications, and related requirements, including quality objectives. The purpose of the Construction Quality Control Plan (CQCP) is to describe the activities to verify that RA construction has satisfied all plans, specifications, and related requirements, including quality objectives. The CQA/QCP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQA/QCP;
 - (2) Describe the PS required to be met to achieve Completion of the RA;
 - (3) Describe the activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
 - (5) Describe industry standards and technical specifications used in implementing the CQA/QCP;
 - (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
 - (7) Describe procedures for documenting all CQA/QCP activities; and

- (8) Describe procedures for retention of documents and for final storage of documents.
- (g) **Transportation and Off-Site Disposal Plan.** The Transportation and Off-Site Disposal Plan (TODP) describes plans to ensure compliance with ¶ 4.5 (Off-Site Shipments). The TODP must include:
 - (1) Proposed routes for off-site shipment of Waste Material;
 - (2) Identification of communities affected by shipment of Waste Material; and
 - (3) Description of plans to minimize impacts on affected communities.
- (h) **O&M Plan.** The O&M Plan describes the requirements for inspecting, operating, and maintaining the RA. SDs shall develop the O&M Plan in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017). The O&M Plan must include the following additional requirements:
 - (1) Description of PS required to be met to implement the ROD;
 - (2) Description of activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (3) **O&M Reporting.** Description of records and reports that will be generated during O&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records, monitoring reports, and monthly and annual reports to EPA and State agencies;
 - (4) Description of corrective action in case of systems failure, including: (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve PS; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and (iv) community notification requirements; and
 - (5) Description of corrective action to be implemented in the event that PS are not achieved; and a schedule for implementing these corrective actions.
- (i) **O&M Manual.** The O&M Manual serves as a guide to the purpose and function of the equipment and systems that make up the remedy. SDs shall develop the O&M Manual in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017).
- (j) **Institutional Controls Implementation and Assurance Plan.** The Institutional Controls Implementation and Assurance Plan (ICIAP) describes plans to

implement, maintain, and enforce the Institutional Controls (ICs) at the Site. SDs shall develop the ICIAP in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012). The ICIAP must include the following additional requirements:

- (1) Locations of recorded real property interests (e.g., easements, liens) and resource interests in the property that may affect ICs (e.g., surface, mineral, and water rights) including accurate mapping and geographic information system (GIS) coordinates of such interests; and
- (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) Survey guidelines and certified by a licensed surveyor.

7. SCHEDULES

- 7.1 **Applicability and Revisions.** All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the RD and RA Schedules set forth below. SDs may submit proposed revised RD Schedules or RA Schedules for EPA approval. Upon EPA's approval, the revised RD and/or RA Schedules supersede the RD and RA Schedules set forth below, and any previously-approved RD and/or RA Schedules.

7.2 RD Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1	RDWP (Health & Safety Plan (6.7(a)), Emergency Response Plan (6.7(b)), and Quality Assurance Project Plan (6.7(d)))	3.1, 6.7(a), 6.7(b), 6.7(d)	60 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ [9.c]
2	PDIWP	3.3(a)	60 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ [9.c]
3.	Treatability Study WP	3.4	60 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ [9.c]
4	Preliminary (30%) RD (PDI Evaluation Report 3.3(b)), Treatability Study Evaluation Report (3.4(c)), Preliminary Construction Quality Assurance/Quality Control Plan (6.7(f)), Preliminary Transportation and Off-Site Disposal Plan (6.7(g)), Preliminary O&M Plan (6.7(h)), and Preliminary Institutional Controls Implementation Plan (6.7(j)))	3.5, 3.3(b), 3.4(c), 6.7(f), 6.7(g), 6.7(h), and 6.7(i)	180 days after EPA approval of Final RDWP (includes PDI Evaluation and Treatability Study Evaluation)
5	Pre-final (90/95%) RD Updates to deliverables required by Preliminary RD	3.6	60 days after EPA comments on Preliminary or Intermediate RD
6	Final (100%) RD Final versions of all deliverables described above	3.7	30 days after EPA comments on Pre-final RD

7.3 RA Schedule

	Description of Deliverable / Task	¶ Ref.	Deadline
1	Award RA contract		60 days after EPA Notice of Authorization to Proceed with RA
2	RAWP ((Health & Safety Plan (6.7(a)), Emergency Response Plan (6.7(b)), and Quality Assurance Project Plan (6.7(d))	4.1, 6.7(a), 6.7(b) 6.7(d)	90 days after EPA Notice of Authorization to Proceed with RA
3	OU2 Long-Term Monitoring Plan	6.7(e)	90 days after EPA Notice of Authorization to Proceed with RA
4	Designate IQAT	4.2	60 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ [9.c]c
5	Pre-Construction Conference	4.3(a)	45 days after Approval of RAWP
6	Start of Construction		90 days after Approval of RAWP
7	RA Construction Pre-final Inspection	4.6(b)	30 days after completion of construction
8	RA Construction Pre-final Inspection Report	4.6(d)	15 days after completion of Pre-final Inspection
9	RA Construction Final Inspection	4.6(d)	30 days after Completion of Work identified in Pre-final Inspection Report
10	RA Construction Completion Report	4.6(d)	90 days after Final Inspection
11	RA Monitoring Report	4.7(a)	RA has been fully performed and the Performance Standards have been met.
12	Work Completion Report	4.9(b)	After O&M activities and Performance Standards have been met.
13	Periodic Review Support Plan ((Health & Safety Plan (6.7(a)), Emergency Response Plan (6.7(b)), and Quality Assurance Project Plan (6.7(d))	4.8, 6.7(a), 6.7(b) 6.7(d)	Five years after Start of RA Construction

8. STATE PARTICIPATION

- 8.1 Copies.** SDs shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to SDs, send a copy of such document to the State.
- 8.2 Review and Comment.** The State will have a reasonable opportunity for review and comment prior to:

- (a) Any EPA approval or disapproval under ¶ 6.6 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval; and
- (b) Any approval or disapproval of the Construction Phase under ¶ 4.6 (RA Construction Completion), any disapproval of, or Certification of RA Completion under ¶ 4.7 (Certification of RA Completion), and any disapproval of, or Certification of Work Completion under ¶ 4.9 (Certification of Work Completion).

9. REFERENCES

9.1 The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA Web pages listed in ¶ 9.2:

- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
- (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
- (c) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
- (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
- (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr. 1990).
- (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).
- (j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).

- (l) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (m) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (n) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).
- (o) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (p) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (q) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, February 2014).
- (r) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (s) Superfund Community Involvement Handbook, SEMS 100000070 (January 2016), <https://www.epa.gov/superfund/community-involvement-tools-and-resources>.
- (t) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (u) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).
- (v) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (w) USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).
- (x) USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).
- (y) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), <https://www.epa.gov/geospatial/geospatial-policies-and-standards> and <https://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.
- (z) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).

- (aa) Principles for Greener Cleanups (Aug. 2009), <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (bb) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).
- (cc) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (dd) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (ee) Recommended Evaluation of Institutional Controls: Supplement to the "Comprehensive Five-Year Review Guidance," OSWER 9355.7-18 (Sep. 2011).
- (ff) Construction Specifications Institute's MasterFormat 2018 Edition, available from <https://www.csiresources.org/home>.
- (gg) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)
- (hh) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (ii) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (jj) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), <https://www.epaossc.org/HealthSafetyManual/manual-index.htm>.
- (kk) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (ll) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).
- (mm) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).
- (nn) Guidance for Management of Superfund Remedies in Post Construction, OLEM 9200.3-105 (Feb. 2017), <https://www.epa.gov/superfund/superfund-post-construction-completion>.
- (oo) U.S. Environmental Protection Agency Region 4 Superfund Division. Environmental Data Submission, SFDPROC-009-R0 (January 27, 2017).

9.2 A more complete list may be found on the following EPA Web pages:

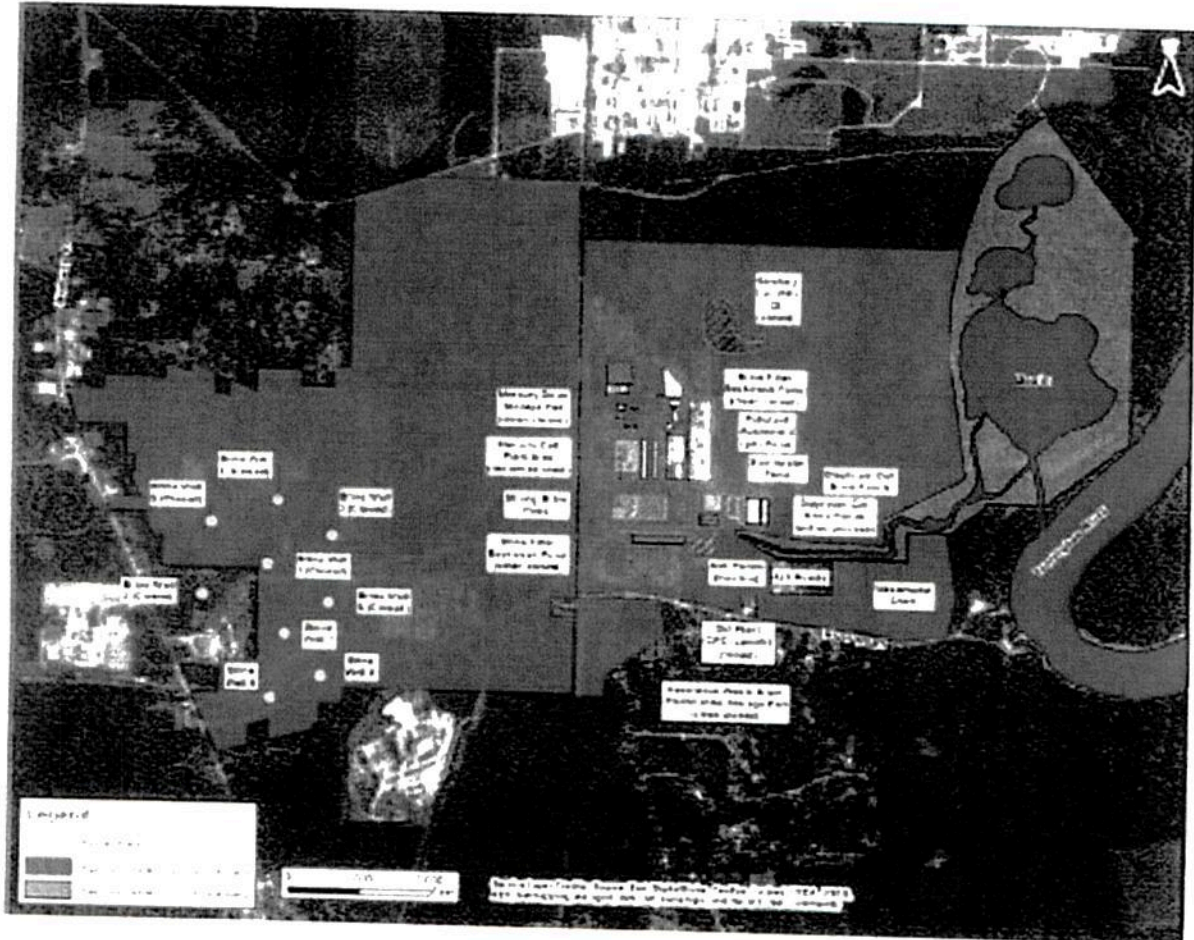
Laws, Policy, and Guidance: <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>

Test Methods Collections: <https://www.epa.gov/measurements/collection-methods>

9.3 For any regulation or guidance referenced in the CD or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after SDs receive notification from EPA of the modification, amendment, or replacement.

Appendix "C"

Olin McIntosh Superfund Site Map



Appendix "D"

Olin McIntosh Site - OU2 Remediation Footprint



Appendix “E”
Proprietary Control Model

ENVIRONMENTAL COVENANT

The NAME (hereinafter "Grantor") grants an Environmental Covenant (hereinafter "Covenant") this ____ day of _____, 201X, to the following entities pursuant to The Alabama Uniform Environmental Covenants Act, Ala. Code §§ 35-19-1 to 35-19-14 (2014 Cum. Supp.) (hereinafter "the Act" or "Act"), and the regulations promulgated thereunder: the Alabama Department of Environmental Management and the identified holders or other applicable parties: HOLDER(S) NAME(S) IF APPLICABLE.

WHEREAS, the Grantor was the owner of certain real property located in the City of XXXXXXXX, Alabama, identified as the former SITE NAME situated at PHYSICAL ADDRESS, in COUNTY NAME County, Alabama, (hereinafter "the Property"). The property which was conveyed to Grantor by deed dated DEED DATE, and recorded in the Office of the Judge of Probate for COUNTY NAME County, Alabama, in Deed Book XXX at Page XX;

WHEREAS, the Property is more particularly described as the following:

COMPLETE LEGAL SURVEY DEED DESCRIPTION OF AFFECTED AREA;

WHEREAS, this instrument is an Environmental Covenant developed and executed pursuant to the Act and the regulations promulgated thereunder;

WHEREAS, a release/disposal of hazardous substances, including, but not limited to, IDENTIFIED CONTAMINANT(S) AND MEDIA, occurred on the Property;

WHEREAS, the selected "remedial action" for the Property, which has now been implemented, providing in part, for the following actions:

DESCRIPTION OF REMEDIAL ACTION

WHEREAS, pursuant to the approved Remedial Action Plan, the Grantor and assignees agreed to perform operation and maintenance activities at the Property to address the effects of the release/disposal, which includes controlling exposure to the hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants;

WHEREAS, the Remedial Action Plan requires institutional controls to be implemented to address the effects of the release/disposal and to protect the remedy so that exposure to the hazardous waste, hazardous constituents, hazardous substances, pollutants, or contaminants is controlled by restricting the use of the Property and the activities on the Property;

WHEREAS, hazardous wastes, hazardous constituents, hazardous substances, pollutants, or other contaminants remain on the Property, specifically contamination has

occurred in (LIST ENVIRONMENTAL MEDIA, SUCH AS GROUNDWATER, SURFACE SOILS, SUBSURFACE SOILS, SURFACE WATER, ETC.) and the following contaminant(s) remain at the site: (LIST ALL CONTAMINANTS REMAINING IN GROUNDWATER, SOIL, SEDIMENT, AND SURFACE WATERS);

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property to reduce the risk to human health to below the target risk levels for those hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants that remain on the Property;

WHEREAS, further information concerning the release/disposal and the activities to correct the effects of the release/disposal may be obtained by contacting Chief, Land Division, Alabama Department of Environmental Management ("ADEM"), or his or her designated representative, at 1400 Coliseum Boulevard, Montgomery, Alabama, 36110; and

WHEREAS, the Administrative Record concerning the Property is located at:

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

and

Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, Alabama 36110

NOW, THEREFORE, Grantor hereby grants this Environmental Covenant to ADEM and the identified Holders, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the following requirements set forth in paragraphs 1 through 3 below:

1. **DEFINITIONS**

Owner. "Owner" means the GRANTOR, its successors and assigns in interest.

2. **USE RESTRICTIONS**

The following activity(ies) shall not take place on the identified Property without first obtaining written approval from ADEM through modification of this covenant:

EXAMPLE: Property is restricted to Industrial Use Only.

Use of groundwater for potable purposes.

3. **GENERAL PROVISIONS**

- A. **Restrictions to Run with the Land.** This Environmental Covenant runs with the land pursuant to Ala. Code §35-19-5 (2014 Cum Supp.); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to Ala. Code §35-19-9 (Cum Supp. 2014); is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof; inures to the benefit of and passes with each and every portion of the Property; and binds the Owner, the Holders, all persons using the land, all persons, their heirs, successors and assigns having any right, title or interest in the Property, or any part thereof who have subordinated those interests to this Environmental Covenant, and all persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof after the recordation of this Environmental Covenant.
- B. **Notices Required.** In accordance with Ala. Code §35-19-4(b) (2014 Cum Supp.), the Owner shall send written notification, pursuant to Section J, below, following transfer of a specified interest in, or concerning proposed changes in use of, applications for building permits for, or proposals for any site work affecting the contamination on, the Property. Said notification shall be sent within fifteen (15) days of each event listed in this Section.
- C. **Registry/Recordation of Environmental Covenant; Amendment; or Termination.** Pursuant to Ala. Code §35-19-12(b) (2014 Cum Supp.), this Environmental Covenant and any amendment or termination thereof, shall be contained in ADEM's registry for environmental covenants. After an environmental covenant, amendment, or termination is filed in the registry, a notice of the covenant, amendment, or termination may be recorded in the land records in lieu of recording the entire covenant in compliance with §35-19-12(b). Grantor shall be responsible for filing the Environmental Covenant within thirty (30) days of the final required signature upon this Environmental Covenant.
- D. **Compliance Certification.** In accordance with Ala. Code §35-19-4(b) (2014 Cum Supp.), the Owner shall submit an annual report to the Director of the EPA Region 4 Superfund Division, and to the Chief of the ADEM Land Division, on the anniversary of the date this Covenant was signed by the Grantor. Said report shall detail the Owner's compliance, and any lack of compliance with the terms of the Covenant.
- E. **Right of Access.** The Owner hereby grants ADEM; ADEM's agents, contractors and employees; the Owner's agents, contractors and employees; and any Holders the right of access to the Property for implementation or enforcement of this Environmental Covenant.

F. **ADEM Reservations.** Notwithstanding any other provision of this Environmental Covenant, ADEM retains all of its access authorities and rights, as well as all of its rights to require additional land/water use restrictions, including enforcement authorities related thereto.

G. **Representations and Warranties.** Grantor hereby represents and warrants to the other signatories hereto:

- i) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- ii) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- iii) That _____ has agreed to subordinate its interests in the Property to the Environmental Covenant, pursuant to Ala. Code §35-19-3(d) (2014 Cum. Supp.) in accordance with the subordination agreement *[attached hereto as Exhibit ____ or recorded at _____]*;
- iv) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- v) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under, any other agreement, document, or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- vi) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
- vii) That this Environmental Covenant does not authorize a use of the Property which is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

H. **Compliance Enforcement.** In accordance with Ala. Code §35-19-11(b) (2014 Cum Supp.), the terms of the Environmental Covenant may be enforced by the parties to this Environmental Covenant; any person to whom this Covenant expressly grants power to enforce; any person whose interest in the real property or whose collateral or liability may be affected by the alleged violation of the Covenant; or a municipality or other unit of local

government in which the real property subject to the Covenant is located, in accordance with applicable law. The parties hereto expressly agree that ADEM has the power to enforce this Environmental Covenant. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict ADEM, or the Grantor, from exercising any authority under applicable law.

- I. **Modifications/Termination.** Any modifications or terminations to this Environmental Covenant must be made in accordance with Ala. Code §§35-19-9 and 35-19-10 (2014 Cum Supp.).
- J. **Notices.** Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

ADEM

Chief, Land Division
Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, AL 36110

Grantor

Responsible Party Name
Position
Company
Mailing Address,
City, Alabama ZIP

Holder(s) or Other Applicable Party(ies)

Name
Position
Company Name
Mailing Address
City, Alabama

- K. **No Property Interest Created in ADEM.** This Environmental Covenant does not in any way create any interest by ADEM in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by ADEM in the Property in accordance with Ala. Code §35-19-3(b) (2014 Cum. Supp.).

- L. **Severability.** If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- M. **Governing Law.** This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- N. **Recordation.** In accordance with Ala. Code §35-19-8(a) (2014 Cum. Supp.), Grantor shall record this Environmental Covenant and any amendment or termination of the Environmental Covenant in every county in which any portion of the real property subject to this Environmental Covenant is located. Grantor agrees to record this Environmental Covenant within fifteen (15) days after the date of the final required signature upon this Environmental Covenant.
- O. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded, in accordance with Ala. Code §35-19-8(a) (2014 Cum. Supp.).
- P. **Distribution of Environmental Covenant.** Within fifteen (15) days of filing this Environmental Covenant, the Grantor shall distribute a recorded and date stamped copy of the recorded Environmental Covenant in accordance with Ala. Code §35-19-7(a) (2014 Cum Supp.). However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as provided herein.
- Q. **ADEM References.** All references to ADEM shall include successor agencies, departments, divisions, or other successor entities.
- R. **Grantor References.** All references to the Grantor shall include successor agencies, departments, divisions, or other successor entities.
- S. **Other Applicable Party(ies).** All references to Other Applicable Party(ies) shall include successor agencies, departments, divisions, or other successor entities.

Property owner has caused this Environmental Covenant to be executed pursuant to The Alabama Uniform Environmental Covenants Act, on this ____ day of _____, 201X.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this the day and year first above written.

NAME OF GRANTOR

This Environmental Covenant is hereby approved by the NAME OF GRANTOR, Alabama this ____ day of _____, 201X.

By: _____
Name & Title

Grantor

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said County in said State or Commonwealth, hereby certify that _____, whose name as _____ [title] of _____ [Grantor] is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ____ day of _____, 201X

Notary Public: _____

My Commission Expires: _____

OTHER APPLICABLE PARTY(IES)

This Environmental Covenant is hereby approved by any OTHER APPLICABLE PARTY(IES) this ____ day of _____, 201X.

By: _____
Name & Title

Holder

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said County in said State or Commonwealth, hereby certify that _____, whose name as _____ [title] of _____ [Party] is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ____ day of _____, 201X

Notary Public: _____

My Commission Expires: _____

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

This Environmental Covenant is hereby approved by the State of Alabama this ____ day of _____, 201X.

By: _____

Phillip D. Davis
Chief, Land Division
Alabama Department of Environmental Management

State of Alabama}

Montgomery, County}

I, the undersigned Notary Public in and for said County and State, hereby certify that Phillip D. Davis, whose name as Chief, Land Division, Alabama Department of Environmental Management is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he approved the same voluntarily on the day the same bears date and with full authority to do so.

Given under my hand and official seal this ____ day of _____, 201X

Notary Public

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF XXXXXXXXXXXXX

I, _____, Clerk of the XXXX County Court, do certify that the foregoing Environmental Covenant *[and, if applicable, attached Subordination Agreement]* was lodged in my office for record, and that I have recorded it, this ____ day of _____, 201X in the Deed Recordation Book ### on Page ###.

County Clerk

This instrument prepared by:

GRANTOR
Mailing Address
City, Alabama ZIP

SUBORDINATION AGREEMENT

[Name of Interest Holder] (hereinafter "Subordinator of Interest"), of [address], [county], [State], is the holder of a [type of interest, lien, mortgage, easement, etc] granted by _____ to _____, dated _____ and recorded with the _____ County Clerks Office in [Deed, Lis Pendens, etc.] Book _____, Page _____.

[Name of Interest Holder] hereby assents to the grant of this Environmental Covenant granted by (Property Owner) to (Grantees i.e. Holders) and recorded with the _____ County Clerk in Deed Book _____, Page _____ [to be filled in upon recordation simultaneously with filing of Environmental Covenant] [Or to the grant of the attached Environmental Covenant granted by (Grantor) to (Grantees, i.e. Holders)] and agrees that the [type of interest] shall be subject to said Environmental Covenant and to the rights, covenants, restrictions and easements created by and under said Environmental Covenant insofar as the interests created under the [type of interest] affect the Property or Impacted Area identified in the Environmental Covenant and as if for all purposes said Environmental Covenant had been executed, delivered and recorded prior to the execution, delivery and recordation and/or registration of the [type of interest].

The execution of this subordination agreement by [Name of Interest Holder] shall not subject such person to liability for environmental remediation pursuant to (Applicable Alabama Legal Authorities), provided that such person shall not otherwise be liable for environmental remediation under another provision of law.

The execution of this subordination agreement by [Name of Interest Holder] shall not be presumed to impose any affirmative obligation on the person with respect to said Environmental Covenant.

[Name of Interest Holder] act of subordinating his/her/its prior interest in the Property to said Environmental Covenant shall not affect the priority of that interest in relation to any other interests that exist in relation to the property.

[Name of Interest Holder] further assents specifically to the subsequent recordation and/or registration of a modification to the Environmental Covenant, in accordance with the terms as referenced in the Environmental Covenant and agrees that [type of interest] shall be subject to the Modified Environmental Covenant and to the rights, covenants, restrictions, and easements created thereby and there under insofar as the interests created under the [type of interest] affect the Property or Impacted Areas as so modified and as if for all purposes said Modified Environmental Covenant had been executed,

delivered and recorded prior to the execution, delivery and recordation of the [type of interest].

[Name of Interest Holder] has caused this instrument to be executed this ____ day of _____, 201X.

Name of Interest Holder

Date

STATE OF _____)
COUNTY OF _____)

I, _____, a _____ in and for said County in said State or Commonwealth, hereby certify that _____, whose name as _____ [title] of _____ [Party] is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ____ day of _____, 201X

Notary Public: _____

My Commission Expires: _____

[To be added if not attached to the Covenant]

STATE OF ALABAMA

COUNTY OF _____

I, _____, Clerk of the _____ County Court, do certify that the foregoing Subordination Agreement was lodged in my office for record, and that I have recorded it, and the certificate thereon, this ____ day of _____, 201X.

County Clerk

Reconciliation Pending

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Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

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Reconciliation Pending

Narrative Cost Summary

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

1. The United States Environmental Protection Agency has incurred at least \$477,980.49 for Regional Payroll Costs.
2. The United States Environmental Protection Agency has incurred at least \$3,074.32 for Headquarters Payroll Costs.
3. The United States Environmental Protection Agency has incurred at least \$11,649.69 for Regional Travel Costs.
4. The United States Environmental Protection Agency has incurred at least \$2,512.82 for Headquarters Travel Costs.
5. The United States Environmental Protection Agency has incurred costs of at least \$227,575.89 for INTERAGENCY AGREEMENT (IAG) contract expenditures. The total represents the amount spent under the ARMY CORPS OF ENGINEERS contract.
6. The United States Environmental Protection Agency has incurred costs of at least \$100.00 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the STAPLES #1284 contract.
7. The United States Environmental Protection Agency has incurred costs of at least \$1,079.02 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the BANK ONE contract.
8. The United States Environmental Protection Agency has incurred costs of at least \$75.00 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the JP MORGAN CHASE contract.
9. The United States Environmental Protection Agency has incurred costs of at least \$230.40 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the J P MORGAN CHASE contract.
10. The United States Environmental Protection Agency has incurred costs of at least \$75.00 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the JP MORGAN CHASE BANK contract.
11. The United States Environmental Protection Agency has incurred costs of at least \$100.00 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the JP MORGAN CHASE BANK contract.
12. The United States Environmental Protection Agency has incurred costs of at least \$125,183.06 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the NEPTUNE AND COMPANY, INC. contract.

Reconciliation Pending

Narrative Cost Summary

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

13. The United States Environmental Protection Agency has incurred costs of at least \$444,942.89 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the NEPTUNE AND COMPANY, INC. contract.
14. The United States Environmental Protection Agency has incurred costs of at least \$229,669.96 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the NEPTUNE AND COMPANY contract.
15. The United States Environmental Protection Agency has incurred costs of at least \$151,569.88 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the NEPTUNE & COMPANY, INC. contract.
16. The United States Environmental Protection Agency has incurred costs of at least \$230,579.85 for OTHER EXPENDITURES contract expenditures. The total represents the amount spent under the NEPTUNE AND COMPANY, INC. contract.
17. The United States Environmental Protection Agency has incurred costs of at least \$63,530.73 for RESPONSE ACTION CONTRACT contract expenditures. The total represents the amount spent under the CDM FEDERAL PROGRAMS CORPORATION contract.
18. The United States Environmental Protection Agency has incurred costs of at least \$1,047.71 for SUPERFUND TECHNICAL ASSISTANCE RESPONSE TEAM (START) contract expenditures. The total represents the amount spent under the TETRA TECH contract.
19. The United States Environmental Protection Agency has incurred costs of at least \$69,514.93 for TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT contract expenditures. The total represents the amount spent under the TETRA TECH EM INC. contract.
20. The United States Environmental Protection Agency has incurred costs of at least \$100,627.69 for TECHNICAL SERVICES AND SUPPORT contract expenditures. The total represents the amount spent under the BATTELLE MEMORIAL INSTITUTE contract.
21. The United States Environmental Protection Agency has incurred at least \$1,194,372.21 for Indirect Costs.

Total Site Costs:

\$3,335,491.54

Reconciliation Pending

Itemized Cost Summary

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

REGIONAL PAYROLL COSTS	\$477,980.49
HEADQUARTERS PAYROLL COSTS	\$3,074.32
REGIONAL TRAVEL COSTS	\$11,649.69
HEADQUARTERS TRAVEL COSTS	\$2,512.82
INTERAGENCY AGREEMENT (IAG)	
ARMY CORPS OF ENGINEERS (DW96946006)	\$227,575.89
OTHER EXPENDITURES	
STAPLES #1284 (A5BK0000009)	\$100.00
BANK ONE (A5BK0000303)	\$1,079.02
JP MORGAN CHASE (B3BK0001163)	\$75.00
J P MORGAN CHASE (B3BK0001790)	\$230.40
JP MORGAN CHASE BANK (B7BK0004606)	\$75.00
JP MORGAN CHASE BANK (B7BK0004617)	\$100.00
NEPTUNE AND COMPANY, INC. (EP074000233)	\$125,183.06
NEPTUNE AND COMPANY, INC. (EP084000101)	\$444,942.89
NEPTUNE AND COMPANY (EP094000160)	\$229,669.96
NEPTUNE & COMPANY, INC. (EPC13022)	\$151,569.88
NEPTUNE AND COMPANY, INC. (EPG11400084)	\$230,579.85
RESPONSE ACTION CONTRACT	
CDM FEDERAL PROGRAMS CORPORATION (68-W5-0022)	\$63,530.73
SUPERFUND TECHNICAL ASSISTANCE RESPONSE TEAM (START)	
TETRA TECH (EPS41403)	\$1,047.71
TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT	
TETRA TECH EM INC. (EPW05054)	\$69,514.93

Reconciliation Pending

Itemized Cost Summary

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TECHNICAL SERVICES AND SUPPORT

BATTELLE MEMORIAL INSTITUTE (EPC05057)	\$100,627.69
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EPA INDIRECT COSTS	\$1,194,372.21
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Total Site Costs:	<u>\$3,335,491.54</u>
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Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ARMOR, SUZANNE ATTORNEY	2012	05	26.50	1,758.46
		06	10.00	663.58
			<u>36.50</u>	<u>\$2,422.04</u>
ARMSTRONG, GREGORY ENVIRONMENTAL SCIENTIST	2014	24	1.00	82.39
	2017	25	1.00	87.77
			<u>2.00</u>	<u>\$170.16</u>
BENTKOWSKI, JAMES HYDROLOGIST	2010	20	2.50	159.45
			<u>2.50</u>	<u>\$159.45</u>
BRYANT, J Environmental Scientist	2013	07	32.00	1,532.86
		11	40.00	1,920.22
		15	32.00	1,582.09
		18	16.00	776.17
	2014	17	20.00	1,059.45
		27	8.00	423.78
	2015	01	0.00	0.00
			<u>148.00</u>	<u>\$7,294.57</u>
BUXBAUM, DAVID Attorney-Adviser	2012	05	2.00	162.05
		26	2.00	170.46
	2013	16	9.00	755.45
		17	4.00	335.74
		18	6.00	503.62
		21	1.00	86.27
		22	3.00	259.40
		24	3.00	263.67
		25	17.00	1,494.16
		26	9.00	791.04
		27	11.00	968.30
	2014	09	5.00	444.39
		14	3.00	266.62
		15	15.00	1,333.17
		16	5.00	444.39
		17	5.00	444.39

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BUXBAUM, DAVID	2015	04	8.00	685.91
		05	8.00	685.91
		13	6.00	544.81
		15	2.00	181.61
		16	16.00	1,452.82
		17	1.00	90.81
		18	4.00	363.20
		27	9.00	861.22
	2016	26	2.00	195.40
		27	5.00	484.08
			<u>161.00</u>	<u>\$14,268.89</u>
CAMPBELL, RICHARD ENVIRONMENTAL ENGINEER	2008	01	0.50	30.24
		02	1.75	105.12
		03	2.00	120.40
		05	0.25	15.12
		06	0.25	15.11
		26	0.50	31.34
	2009	01	0.75	47.04
		03	0.25	15.68
		04	1.50	94.08
		08	0.25	16.36
		16	0.50	33.56
		17	0.50	33.56
		19	0.75	50.34
		21	2.25	151.01
	2010	27	0.25	16.78
		04	0.25	16.78
		25	0.75	51.60
		26	0.75	51.60
	2011	01	0.25	17.20
		02	8.50	584.80
		04	0.25	17.21
		13	1.25	86.64
		19	1.50	103.96
		26	0.25	17.32

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
 Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CAMPBELL, RICHARD	2012	02	1.00	69.32
		04	0.25	17.33
		08	1.50	104.49
		18	0.50	35.70
		22	0.25	17.85
		26	1.00	71.40
	2013	09	0.25	17.91
		12	0.25	17.91
		16	5.75	411.94
		17	6.50	462.30
		18	18.00	1,270.89
		21	6.00	426.74
		22	9.25	662.68
		23	0.25	17.91
		25	4.00	286.57
		26	4.50	320.35
		27	2.00	143.27
	2014	04	0.25	17.91
		08	10.75	770.17
		10	2.50	181.18
		13	1.50	108.71
		14	12.50	905.90
		15	10.50	760.95
		16	3.25	235.53
		20	0.50	36.25
		22	0.50	36.24
		24	1.00	72.96
		25	1.75	126.83
		26	6.75	489.19
		27	0.50	36.25
	2015	01	0.00	0.00
		05	2.00	144.95
		06	0.25	18.11
		09	0.25	18.34
		10	1.75	128.37
		12	3.50	256.75

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CAMPBELL, RICHARD	2015	13	4.50	330.10
		19	1.00	75.14
	2017	09	0.25	19.54
			<u>153.00</u>	<u>\$10,846.78</u>
CHAFFINS, RANDALL	2017	18	0.25	26.07
ENVIRONMENTAL ENGINEER	2018	11	1.00	105.85
			<u>1.25</u>	<u>\$131.92</u>
CROWLEY, JEFFERY	2016	14	5.00	345.62
ENVIRONMENTAL ENGINEER		21	5.00	345.63
		22	4.00	276.48
		23	7.00	483.87
		25	4.00	278.54
		26	7.00	487.42
			<u>32.00</u>	<u>\$2,217.56</u>
DORSEY, CAROL	2003	27	6.00	198.91
FINANCIAL SPECIALIST	2004	05	4.00	132.61
		06	4.00	132.61
			<u>14.00</u>	<u>\$464.13</u>
ELLIS, ELISABET	2001	22	5.50	252.95
ATTORNEY ADVISER		23	0.50	22.99
		24	0.50	23.01
		25	2.50	114.98
	2002	04	1.00	47.47
		12	2.00	99.53
		15	3.00	149.28
		19	18.00	895.67
		26	2.00	99.53
	2005	16	4.00	239.75
		18	1.00	59.96
		19	23.00	1,378.67
		20	8.00	479.53
		22	2.00	119.86
		24	0.50	29.98

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ELLIS, ELISABET	2005	26	4.50	269.75
	2006	02	1.00	59.95
		03	7.00	419.60
		04	9.00	539.49
		05	4.50	260.89
		06	2.00	114.12
		10	8.00	495.24
		11	3.00	185.71
		15	5.50	340.48
		16	4.50	278.58
		17	1.00	61.90
		18	3.00	185.72
		19	1.00	61.91
	2007	08	2.00	130.31
		12	4.00	260.61
		15	4.00	260.61
		21	4.00	260.61
		22	1.50	97.73
	2008	01	2.00	130.30
		05	1.00	62.05
		08	3.00	202.70
		16	2.00	135.11
		18	1.00	67.56
	2009	04	0.50	33.79
		05	1.00	66.38
		06	3.00	193.05
		14	2.50	175.80
		15	9.50	668.08
		16	4.00	289.14
		23	1.00	72.29
	2011	05	2.00	141.41
		13	2.00	148.65
		16	1.00	74.32
		21	4.50	333.54
		22	3.00	222.96
		23	4.00	301.20

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ELLIS, ELISABET	2011	25	5.00	371.60
		26	4.50	334.45
		27	3.00	223.46
	2012	01	5.00	370.61
		02	15.00	1,116.56
		04	12.50	896.96
		05	25.00	1,774.39
		06	11.50	816.21
		07	10.00	749.21
		08	8.50	633.13
		12	1.50	111.73
		16	7.00	527.75
		17	16.00	1,224.03
		21	2.50	191.23
		22	1.00	76.51
		26	5.00	382.50
	2013	02	4.00	306.00
		08	1.50	114.78
		10	8.00	612.53
		11	4.00	306.26
		13	7.00	535.96
		14	7.00	535.97
		15	6.00	459.39
		16	19.50	1,464.45
		17	27.00	2,022.75
		19	7.50	564.63
		20	8.00	615.47
		21	1.50	114.65
		22	2.00	153.13
	2014	23	6.00	460.93
		24	4.00	306.26
		25	5.00	382.84
		26	26.00	1,957.36
		27	27.00	2,070.16
		03	2.00	153.13
		04	2.00	153.13

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
 Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ELLIS, ELISABET	2014	05	1.00	76.58
		08	9.00	689.08
		09	8.50	657.66
		11	3.00	232.13
		12	5.00	386.86
		13	12.00	928.46
		14	6.00	464.23
		15	14.50	1,121.89
		16	29.50	2,282.47
		17	6.50	502.92
		20	9.00	696.36
		21	12.50	976.71
		22	2.00	154.75
		23	9.00	696.35
		24	16.00	1,237.95
		25	8.50	657.66
		26	39.50	3,056.18
		27	7.00	541.60
	2015	01	0.00	0.00
		02	7.00	547.09
		03	21.00	1,641.27
		04	10.50	820.64
		05	14.50	1,131.55
		06	2.00	149.15
		07	10.50	820.62
		08	7.50	586.16
		09	8.00	631.88
		10	9.00	710.87
		12	7.00	552.89
		13	5.00	394.93
		14	9.50	750.37
		15	8.00	631.88
		16	15.50	1,256.27
		17	4.00	324.20
		18	3.50	283.69
		19	5.00	405.25

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ELLIS, ELISABET	2015	20	5.00	405.25
		21	7.50	607.86
		22	4.00	327.07
		23	2.50	202.61
		24	4.00	324.20
		25	3.00	243.16
		27	7.50	607.86
	2016	02	7.00	569.54
		03	2.00	162.72
		04	9.50	772.94
		05	4.00	322.43
		06	16.50	1,281.09
		07	8.00	650.90
		08	4.00	325.45
		09	3.50	288.68
		10	7.00	577.36
		14	7.50	618.60
		15	3.00	247.44
		16	2.00	164.96
		17	2.50	206.20
		18	3.00	247.44
		19	4.00	329.92
		20	18.00	1,484.65
		21	2.00	166.39
		22	8.00	659.86
		23	19.00	1,567.13
		27	45.00	3,711.63
	2017	02	5.00	412.41
		03	6.00	494.88
		04	8.50	701.09
		06	14.00	1,102.08
		07	10.00	824.78
		08	2.00	164.96
		09	4.00	336.56
		10	5.00	420.71
		11	11.50	967.66

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ELLIS, ELISABET	2017	12	6.00	504.87
		13	17.50	1,472.52
		14	25.50	2,145.67
		15	7.00	589.00
		16	5.00	420.71
		17	7.00	589.00
		18	9.50	799.36
		19	4.00	336.56
		20	5.00	420.81
		21	9.00	757.29
		22	5.00	420.71
		23	4.00	336.56
		24	6.00	504.87
		25	5.50	462.79
		26	5.00	420.71
		27	4.00	336.56
			<u>1,244.00</u>	<u>\$94,719.82</u>
FRANCE, JAY ENVIRONMENTAL SCIENTIST	2008	22	3.00	213.79
			<u>3.00</u>	<u>\$213.79</u>
FRANCO, SARAH ACCOUNTANT	2001	20	4.00	82.79
	2004	19	4.00	145.74
		20	1.50	54.65
			<u>9.50</u>	<u>\$283.18</u>
GEORGE, LINDA LIFE SCIENTIST	2009	26	1.00	51.06
			<u>1.00</u>	<u>\$51.06</u>
GUZMAN, HUMBERTO ENVIRONMENTAL SCIENTIST	1998	17	35.00	1,210.57
		20	1.00	34.59
		23	11.00	380.46
		24	8.00	276.71
		26	1.00	34.59
	1999	01	2.00	69.18

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
GUZMAN, HUMBERTO	1999	02	6.00	207.51
		03	25.00	864.70
		04	13.00	449.65
		05	12.00	415.05
		06	15.00	518.82
		08	1.00	35.98
		09	3.00	107.92
		10	1.00	35.98
		11	5.00	179.89
		12	3.00	107.92
		13	6.00	215.86
		14	7.00	251.83
		15	4.00	148.45
		17	6.00	222.64
		18	3.00	111.32
		19	1.00	37.10
		20	0.00	0.00
	2000	12	0.00	0.00
		13	0.00	0.00
		15	0.00	0.00
	2003	01	0.00	0.00
		02	5.75	265.59
			<u>174.75</u>	<u>\$6,182.31</u>
HILL, FRANKLIN SUPERVISORY PROGRAM ANALYST	2009	13	1.00	89.02
	2013	22	1.00	92.83
		23	1.00	92.83
	2014	16	1.00	94.12
	2015	05	1.00	90.49
	2016	23	1.00	99.31
		26	1.00	94.48
	2017	18	0.25	25.19
	2018	11	1.00	103.27
			<u>8.25</u>	<u>\$781.54</u>
JACKSON, FELICIA	2004	05	0.25	8.26

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COST RECOVERY SPECIALIST	2004	27	0.25	8.90
	2015	03	9.00	466.61
			9.50	\$483.77
JAIKARAN, BIANCA ATTORNEY-ADVISER	2013	20	1.50	98.16
		23	5.00	327.17
		24	2.00	130.86
		25	0.50	32.35
			9.00	\$588.54
JENKINS, DAVID ENVIRONMENTAL SCIENTIST	1999	15	2.25	83.82
		17	3.50	130.35
		20	1.00	37.24
		23	1.00	37.24
			7.75	\$288.65
KOPOREC, KEVIN LIFE SCIENTIST	2009	08	4.50	284.43
		09	12.00	758.46
		10	1.00	63.20
		13	6.50	410.84
		16	3.50	221.21
		21	2.00	129.73
	2010	20	7.50	497.64
		21	5.50	364.93
	2011	02	5.50	366.37
		19	8.00	532.16
		20	4.00	266.08
	2013	18	3.50	186.41
		21	2.00	106.52
		22	5.50	374.37
		26	10.50	702.67
	2014	06	2.00	136.13
		14	4.50	309.76
			88.00	\$5,710.91
LEWIS, ROBERT	2001	14	6.00	204.62

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
LIFE SCIENTIST			6.00	\$204.62
LUETSCHER, GREGORY	1999	02	3.00	122.62
GENERAL ATTORNEY		06	10.00	408.75
			13.00	\$531.37
MASTERS, ARTHUR	2008	18	35.00	1,883.08
ENVIRONMENTAL SCIENTIST			35.00	\$1,883.08
MILLER, ANGELA	1999	03	18.00	354.05
LEACH, ANGELA R.				
PUBLIC AFFAIRS SPECIALIST			18.00	\$354.05
NORMAN, MICHAEL	2006	11	1.50	101.67
SUPERVISORY ENVIRONMENTAL ENGINEER		16	1.50	101.67
			3.00	\$203.34
PHILSON, CAROLINE	2001	13	3.00	89.31
ATTORNEY		14	1.00	30.66
		15	2.50	76.64
			6.50	\$196.61
QUINONES, ANTONIO	2008	22	3.00	242.96
ENVIRONMENTAL ENGINEER			3.00	\$242.96
RIGGER, RALPH	2013	22	4.75	428.63
ENVIRONMENTAL SCIENTIST	2014	06	0.50	43.09
		08	3.00	270.72
	2015	05	2.75	254.63
		12	2.00	196.01
		13	3.00	294.01
		20	8.00	784.04
		23	1.50	147.00
	2016	26	2.00	199.49

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
RIGGER, RALPH	2016	27	3.00	286.72
	2017	18	1.50	153.04
			<u>32.00</u>	<u>\$3,057.38</u>
RUBINI, SUZANNE GENERAL ATTORNEY	2005	13	1.00	69.85
			<u>1.00</u>	<u>\$69.85</u>
STERN, ROBERT SENIOR REMEDIAL PROJECT OFFICER	2000	03	2.00	75.89
		05	3.00	113.83
		06	1.00	37.94
	2003	01	0.25	10.89
			<u>6.25</u>	<u>\$238.55</u>
STEWART, ROBERT HAZARDOUS WASTE COST EST	1999	16	2.00	77.83
			<u>2.00</u>	<u>\$77.83</u>
STRIGGOW, BRIAN ENVIRONMENTAL PROTECTION SPECIALSIT	2008	22	54.00	2,979.88
	2009	23	32.00	1,850.30
		26	47.00	2,700.08
			<u>133.00</u>	<u>\$7,530.26</u>
TANKSLEY, JELENE SECRETARY	2009	25	3.00	100.99
		26	5.00	168.30
		27	2.00	67.12
	2010	01	4.00	134.84
			<u>14.00</u>	<u>\$471.25</u>
THOMAN, DANIEL ENVIRONMENTAL ENGINEER	2008	18	4.00	226.58
			<u>4.00</u>	<u>\$226.58</u>
THOMS, SHARON LIFE SCIENTIST	1998	24	0.75	19.35
		26	2.50	64.53
		27	9.50	245.17
	1999	02	16.75	432.28
		03	1.00	25.81

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
THOMS, SHARON	1999	05	6.50	167.76
		06	39.00	1,006.53
		07	0.50	12.91
		09	1.50	40.49
		11	3.00	83.60
		12	5.25	146.29
		13	10.50	292.59
		14	3.25	90.56
		15	2.75	76.64
		19	0.25	6.96
		20	5.25	159.43
		21	16.50	501.09
		22	18.00	546.64
		23	7.50	227.78
		24	0.25	7.59
		25	2.75	83.51
		26	0.25	7.61
	2000	04	4.00	121.48
		09	6.00	191.16
		10	0.00	0.00
		11	7.00	223.02
		12	2.50	79.66
		13	0.75	23.90
		15	6.00	191.16
		16	21.00	669.05
		18	1.50	47.80
		19	2.00	63.72
		20	17.00	558.59
		22	3.00	98.58
	2001	23	4.00	131.44
		25	8.50	279.30
		01	11.25	369.65
		02	12.00	393.54
		06	4.50	147.65
		07	0.25	8.20
		08	5.00	163.98

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
 Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
THOMS, SHARON	2001	09	2.00	68.09
		11	3.00	102.15
		12	23.25	791.64
		13	30.25	1,029.98
		17	13.00	442.63
		20	10.50	368.38
		21	5.25	189.57
		22	0.25	9.04
		23	0.25	9.04
		24	0.50	18.05
		25	18.50	668.01
	2002	10	1.00	37.91
		13	0.25	9.48
		14	2.75	104.23
		15	8.50	322.20
		16	2.75	104.23
		18	17.75	672.82
		19	14.00	530.68
		20	2.25	85.28
		21	1.25	47.38
		22	5.75	217.95
		23	4.25	161.10
		25	16.25	615.96
		26	7.00	265.34
		27	3.00	113.72
	2003	03	1.00	37.91
		09	1.00	39.19
		14	1.00	39.58
		15	1.25	49.47
		16	0.25	9.89
		18	0.25	9.89
		21	2.25	99.27
		22	1.50	66.19
		25	1.00	44.13
		26	8.00	353.00
		27	5.50	242.68

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
THOMS, SHARON	2004	01	4.75	209.60
		05	4.75	209.59
		06	8.00	353.07
		10	24.50	1,105.82
		11	6.50	293.37
		13	7.00	322.67
		22	12.00	569.89
		23	0.50	23.74
	2005	07	9.50	453.28
		14	0.25	12.38
		25	5.50	272.35
		26	3.00	148.55
		27	35.00	1,733.11
	2006	02	13.00	643.71
		03	5.00	252.86
		04	6.50	321.86
		05	7.00	346.62
		06	0.50	24.76
		07	0.25	12.37
		11	0.25	12.77
		12	10.00	511.08
		16	12.75	651.63
		26	4.25	228.67
	2007	03	4.25	223.60
		10	0.50	26.92
		11	10.75	579.02
		12	1.00	53.86
		13	20.50	1,104.17
		14	29.00	1,561.99
		15	22.25	1,198.43
		16	6.50	350.11
		17	3.00	161.58
		18	0.50	26.93
		19	0.50	26.93
		24	12.75	701.99
		25	16.75	902.16

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
THOMS, SHARON	2007	26	20.25	1,090.68
	2008	01	16.75	902.17
		02	2.00	107.72
		03	9.50	511.67
		04	4.25	228.91
		05	8.00	430.90
		06	9.25	498.65
		11	14.25	795.87
		12	4.25	237.38
		13	3.00	167.56
		14	1.00	55.86
		15	6.50	363.02
		16	2.50	139.63
		18	0.25	13.96
		19	6.50	373.41
		20	23.25	1,335.66
		21	5.25	301.60
		23	0.25	14.36
		24	1.50	88.11
		25	6.75	387.78
		26	20.50	1,177.69
	2009	03	13.00	746.82
		04	2.50	143.62
		05	0.50	28.72
		06	4.00	229.79
		07	4.75	272.87
		08	23.50	1,405.36
		09	8.00	478.42
		10	40.50	2,421.99
		11	15.00	897.03
		12	10.75	642.87
		13	2.00	119.60
		14	6.25	373.77
		15	1.50	89.70
		16	9.00	538.21
		17	2.00	119.60

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
 Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
THOMS, SHARON	2009	20	3.50	209.31
		22	1.00	60.64
		25	2.00	119.60
		26	0.25	14.96
	2010	01	23.50	1,405.34
		02	13.00	777.42
		03	3.00	179.40
		05	7.75	463.47
		06	16.25	971.80
		07	1.25	74.75
		08	0.75	45.89
		09	1.50	91.77
		10	19.00	1,095.52
		11	7.00	428.27
		12	18.75	1,147.12
		13	12.50	764.75
		14	34.50	2,217.75
		15	20.25	1,238.90
		16	1.50	90.52
		17	4.50	273.47
		19	27.50	1,728.76
		20	63.25	3,976.17
		21	49.25	3,096.05
		22	7.50	471.48
		23	9.00	576.97
		25	15.75	990.11
		26	35.00	2,200.25
		27	24.50	1,540.17
	2011	01	8.00	502.91
		02	1.00	63.12
		03	26.00	1,640.87
		04	16.75	1,057.09
		05	14.50	915.10
		12	10.75	679.97
		13	7.00	442.77
		17	35.25	2,229.68

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
THOMS, SHARON	2011	18	8.00	506.02
		19	26.50	1,676.22
		20	3.50	221.38
		21	31.00	1,960.86
		22	29.50	1,908.30
		23	5.50	361.04
		24	17.50	1,106.94
		25	13.00	822.29
		26	1.75	110.69
	2012	02	27.50	1,742.18
		03	2.00	126.70
		04	6.75	427.60
		06	14.25	866.78
		09	14.50	919.54
		11	21.50	1,363.45
		12	3.50	221.96
		15	13.50	856.13
		16	4.25	269.52
		17	1.50	95.13
		19	1.00	63.42
		21	5.00	317.08
		22	0.50	31.71
		24	2.00	128.74
		25	2.50	158.55
		26	2.00	126.82
	2013	05	2.00	126.82
		06	1.00	63.42
		08	8.00	507.02
		12	4.00	253.77
		15	1.25	79.29
		16	2.75	174.46
		17	24.00	1,522.56
		18	25.50	1,494.63
		19	0.50	32.57
		20	2.50	162.86
		21	24.50	1,565.69

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
THOMS, SHARON	2013	22	52.00	3,387.64
		23	12.00	781.76
		25	23.00	1,498.37
		26	26.00	1,691.79
	2014	06	3.50	228.00
		08	13.50	880.01
		09	1.50	98.79
		10	1.75	115.31
		11	22.25	1,456.80
		12	26.50	1,745.53
		13	24.50	1,272.48
		14	10.75	708.09
		15	0.25	16.47
		16	1.50	98.81
		17	1.00	65.87
	2015	04	4.25	282.77
		05	21.50	1,430.45
		09	7.00	470.47
		10	35.00	2,352.33
		13	1.00	67.21
		14	3.50	235.23
		27	2.00	134.42
	2016	01	0.00	0.00
		02	2.25	151.81
		04	0.50	33.73
		08	8.50	573.43
		09	2.50	171.05
		14	2.50	171.03
		25	2.00	140.40
		26	1.00	70.20
		15	1.25	91.19
	2018		<u>2,316.25</u>	<u>\$125,921.16</u>
VILLAMARZO, MARIO	2003	21	3.00	154.27

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
SUPERVISORY ENVIRONMENTAL ENGINEER			3.00	\$154.27
WALDEN, ELIZABETH	2006	20	15.00	869.69
BROWN, ELIZABETH		22	3.00	171.17
ENVIRONMENTAL SCIENTIST		25	4.00	242.42
		26	6.00	347.09
		27	7.50	428.22
	2007	01	7.00	396.26
		02	11.00	625.69
		03	17.00	1,000.77
		04	2.00	113.21
		05	1.00	56.35
		06	2.00	114.07
		07	2.00	114.08
		08	4.00	233.63
		09	12.00	700.74
		10	11.00	523.89
		11	15.00	876.04
		12	10.00	573.47
		13	31.25	1,846.69
		15	16.00	918.48
		16	4.00	233.65
		18	6.50	379.66
		20	12.50	730.08
		21	7.00	406.26
		22	8.00	467.33
		23	11.00	635.55
		24	26.00	1,246.50
		25	10.00	585.62
		26	14.50	869.35
	2008	01	25.25	1,491.73
		02	8.50	493.78
		03	26.00	1,495.23
		04	13.50	788.63
		05	20.75	1,206.33

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WALDEN, ELIZABETH	2008	07	2.25	106.84
		08	6.00	294.59
		09	5.00	302.98
		11	18.00	1,090.97
		12	25.50	1,260.64
		13	22.75	1,120.88
		14	14.00	848.47
		15	24.00	1,454.71
		16	13.50	818.28
		17	9.00	545.52
		18	14.00	825.70
		19	19.50	962.95
		20	29.00	1,504.92
		21	15.00	933.01
		22	4.00	248.80
		23	7.50	466.44
		24	13.75	888.12
		25	12.00	746.25
		26	19.00	1,181.74
		27	0.00	0.00
	2009	01	8.00	497.08
		02	15.50	789.79
		03	10.25	637.54
		04	15.50	789.77
		06	9.75	606.45
		08	22.50	1,183.20
		09	35.25	1,848.73
		10	16.00	847.98
		11	19.00	1,226.63
		12	9.25	597.18
		13	22.50	1,452.62
		14	12.00	774.72
		15	15.50	1,000.69
		16	16.00	1,032.93
		17	14.00	903.82
		18	5.50	287.87

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WALDEN, ELIZABETH	2009	19	16.50	862.57
		20	10.00	645.60
		21	18.75	983.72
		22	9.00	599.68
		23	20.50	1,323.45
		24	17.50	1,129.79
		25	6.75	356.54
	2010	01	1.00	52.25
		02	4.25	274.39
		04	15.50	810.31
		05	8.00	542.88
		06	21.50	1,125.01
		08	6.00	395.54
		09	14.00	745.64
		10	22.75	1,499.76
		11	12.00	791.10
		12	18.75	1,011.53
		13	7.00	461.47
		14	4.00	266.15
		15	5.00	329.62
		16	7.00	461.47
		17	10.25	675.72
		18	4.00	263.70
		19	12.50	824.06
		20	5.50	319.70
		21	17.75	1,110.06
		22	6.00	395.55
		23	10.50	725.66
		24	7.50	494.42
		25	15.50	1,021.84
		26	20.00	1,318.47
		27	4.00	214.01
	2011	01	4.50	240.88
		02	14.50	940.28
		03	8.50	459.71
		04	13.50	893.61

Reconciliation Pending

Regional Payroll Costs

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Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WALDEN, ELIZABETH	2011	05	11.00	590.19
		06	6.00	397.14
		07	1.00	66.15
		08	3.50	231.55
		09	6.50	430.01
		10	1.50	83.52
		11	8.00	529.24
		12	11.50	625.92
		13	15.75	845.03
		14	7.00	377.32
		15	10.00	661.58
		16	14.00	926.13
		17	24.50	1,620.74
		18	2.50	165.39
		19	10.75	711.13
		20	12.00	643.07
		21	5.00	335.68
		22	33.50	2,265.92
		23	39.00	2,580.93
		24	12.25	813.13
		25	26.50	1,753.49
		26	3.00	198.48
		27	7.15	479.78
	2012	01	10.79	716.80
		02	26.00	1,723.17
		03	14.50	961.05
		04	23.50	1,557.49
		05	14.00	927.81
		06	36.50	1,960.04
		08	15.00	1,018.89
		09	38.75	2,414.54
		10	13.00	706.20
		11	24.75	1,639.82
		12	17.50	1,159.28
		13	9.75	645.77
		14	14.75	976.97

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WALDEN, ELIZABETH	2012	15	22.25	1,213.73
		16	21.00	1,148.97
		17	18.00	1,188.90
		18	6.00	332.52
		19	16.50	881.01
		20	13.00	861.20
		21	18.00	1,192.45
		22	22.00	1,457.41
		23	12.00	794.96
		24	34.50	1,903.65
		25	22.75	1,245.93
		26	18.25	1,010.56
		27	17.00	1,132.50
	2013	01	13.00	869.51
		02	5.00	331.19
		03	8.50	562.95
		04	12.00	792.21
		06	17.00	1,125.89
		07	11.00	731.37
		08	14.00	764.46
		09	14.50	791.75
		10	9.00	502.10
		11	25.75	1,706.76
		12	11.00	728.99
		13	29.00	1,600.16
		14	35.00	1,929.46
		15	20.00	1,325.42
		16	34.00	1,858.41
		17	24.00	1,590.74
		18	20.25	1,285.22
		20	8.00	530.16
		21	5.00	325.91
		22	31.00	1,694.41
		23	15.00	994.15
		24	26.00	1,415.37
		25	25.00	1,657.06

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WALDEN, ELIZABETH	2013	26	19.00	1,238.46
		27	27.75	1,502.90
	2014	01	1.00	54.29
		03	13.00	695.01
		04	14.00	928.76
		05	19.00	1,259.16
		06	5.50	292.93
		07	7.00	463.82
		08	20.00	1,236.89
		09	27.00	1,806.89
		10	16.00	1,073.75
		11	26.50	1,773.71
		12	12.75	880.37
		13	22.50	1,224.99
		14	20.00	1,338.69
		15	26.50	1,713.33
		16	22.00	1,472.26
		17	20.50	1,371.89
		19	7.00	468.53
		20	7.00	468.46
		21	5.00	334.65
		22	5.00	334.63
		23	3.00	200.78
		24	8.00	535.42
		25	6.00	401.55
		26	14.50	970.37
		27	1.00	66.92
	2015	01	0.00	0.00
		02	4.00	270.52
		03	10.00	676.20
		05	6.00	405.73
		10	3.00	204.92
		11	1.00	68.31
		12	5.00	341.59
		13	8.00	546.54
		14	10.00	683.13

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WALDEN, ELIZABETH	2015	15	9.75	666.00
		16	14.50	990.48
		17	7.00	478.15
		18	5.00	341.52
		19	18.00	1,229.46
		21	9.00	614.76
		22	5.00	348.26
		24	7.50	512.27
		25	6.00	409.83
		26	8.00	546.50
	2016	01	1.00	74.74
		02	15.50	1,063.05
		03	2.50	171.44
		04	1.00	68.57
		05	2.00	137.15
		06	4.00	274.28
		07	3.00	206.00
		08	2.00	137.34
		09	7.00	486.64
		10	5.00	347.61
	2017	12	1.00	67.81
		03	5.00	347.58
		09	3.50	248.21
		10	7.00	496.41
		25	3.00	212.74
			<u>3,051.44</u>	<u>\$186,826.55</u>
WALTON, KIM	2001	18	38.00	1,086.46
JONES, KIM				
FINANCIAL SPECIALIST				
			<u>38.00</u>	<u>\$1,086.46</u>
WELLMAN, LYNN	1998	24	2.00	77.90
LIFE SCIENTIST	1999	05	2.00	77.90
		06	13.00	506.33
		07	2.00	77.90

Reconciliation Pending

Regional Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WELLMAN, LYNN	2000	04	4.00	166.58
		25	1.00	44.90
	2001	02	4.00	179.25
		21	2.00	93.25
	2002	18	4.00	201.24
			<u>34.00</u>	<u>\$1,425.25</u>
Total Regional Payroll Costs			<u>7,824.44</u>	<u>\$477,980.49</u>

Reconciliation Pending

Headquarters Payroll Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
FONSECA, SILVINA	2013	09	10.00	753.70
ENVIRONMENTAL ENGINEER		26	31.00	2,320.62
			<u>41.00</u>	<u>\$3,074.32</u>
Total Headquarters Payroll Costs			<u>41.00</u>	<u>\$3,074.32</u>

Reconciliation Pending

Regional Travel Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs
BRYANT, J	0SHSGD	AVC120097	05/03/2012	561.43
Environmental Scientist	0T2YCC	AVC130088	01/07/2013	677.78
	0T6BDY	AVC130123	02/26/2013	613.38
	0TD6WL	AVC130195	06/06/2013	349.64
				<hr/> \$2,202.23
CAMPBELL, RICHARD	0TDT17	AVC130191	06/03/2013	70.00
ENVIRONMENTAL ENGINEER	0TDT17	AMP130170	06/03/2013	132.66
				<hr/> \$202.66
ELLIS, ELISABET	TM0038243	ACHA02176	06/27/2002	648.76
ATTORNEY ADVISER	0204DL2088	ACHA02196	07/17/2002	1,495.81
	TM0038243	ACHA02196	07/17/2002	648.76
				<hr/> \$2,793.33
GUZMAN, HUMBERTO	9904DS9007	ACHA98317	11/17/1998	539.75
ENVIRONMENTAL SCIENTIST				<hr/> \$539.75
MASTERS, ARTHUR	000A9W	ACHA08169	06/19/2008	370.22
ENVIRONMENTAL SCIENTIST				<hr/> \$370.22
MILLER, ANGELA	9904DS9007	ACHA98321	11/19/1998	501.60
LEACH, ANGELA R.				
PUBLIC AFFAIRS SPECIALIST				<hr/> \$501.60
STRIGGOW, BRIAN	00QSYD	ACHA08227	08/18/2008	393.00
ENVIRONMENTAL PROTECTION SPECIALSIT	0PQO55	ACHA09231	08/21/2009	423.33

Reconciliation Pending

Regional Travel Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
STRIGGOW, BRIAN	0PW3NV	ACHA09281	10/13/2009	574.40
				<u>\$1,390.73</u>
THOMS, SHARON	9904DS9226	ACHA99229	08/19/1999	521.05
LIFE SCIENTIST	0404DS4169	ACHA04218	08/09/2004	602.71
	0TDEHV	AMP130192	07/03/2013	28.19
	0TDEHV	AVC130215	07/03/2013	154.47
				<u>\$1,306.42</u>
WALDEN, ELIZABETH	0604DT6236	ACHA06254	09/13/2006	379.09
BROWN, ELIZABETH	TM0487658	ACHA07065	03/08/2007	234.25
ENVIRONMENTAL SCIENTIST	TM0506327	ACHA07110	04/24/2007	232.95
	TM0567358	ACHA07362	01/02/2008	1,090.14
	0T6S44	AVC130135	03/14/2013	19.00
	0T6S44	AMP130115	03/14/2013	188.66
	0TDMBC	AVC130220	07/12/2013	182.58
	0TDMBC	AMP130197	07/12/2013	16.08
				<u>\$2,342.75</u>
Total Regional Travel Costs				<u><u>\$11,649.69</u></u>

Reconciliation Pending

Headquarters Travel Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
BANK ONE	006DW5	ACHC07117	05/01/2007	13.58
				<u>\$13.58</u>
SCHUBAUER-BERIGAN, JOSEPH	006DW5	ACHA07117	05/01/2007	1,503.54
ECOLOGIST (AQUATIC)	00CNU3	ACHA07267	09/26/2007	995.70
				<u>\$2,499.24</u>
Total Headquarters Travel Costs				<u><u>\$2,512.82</u></u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

INTERAGENCY AGREEMENT (IAG)

Federal Agency: ARMY CORPS OF ENGINEERS
IAG Number: DW96946006
Project Officer(s): OZULUMBA, CHINWE
Dates of Service: From: 12/09/2005 To: 03/01/2013
Summary of Service:
Total Costs: \$227,575.89

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
13128991	11/25/2008	7,773.62	ACHC08351 12/18/2008	7,773.62
13130148	11/25/2008	4,588.35	ACHC08351 12/18/2008	4,588.35
13131350	11/25/2008	11,089.35	ACHC08351 12/18/2008	11,089.35
13133326	11/25/2008	28,745.35	ACHC08351 12/18/2008	28,745.35
13134256	03/13/2009	7,205.55	ACHC09093 04/07/2009	7,205.55
13135249	03/13/2009	77.35	ACHC09093 04/07/2009	77.35
13136279	03/13/2009	12,209.13	ACHC09093 04/07/2009	12,208.13
13137361	03/13/2009	7,382.52	ACHC09093 04/07/2009	7,382.52
13138463	04/22/2009	8,393.63	ACHC09121 05/05/2009	8,393.63
13139649	08/10/2009	1,382.71	ACHC09239 08/31/2009	1,382.71
13143148	08/10/2009	33,301.99	ACHC09239 08/31/2009	33,301.99
13144455	11/13/2009	9,299.34	ACHC09328 11/27/2009	9,299.34
13148303	11/13/2009	4,552.56	ACHC09328 11/27/2009	4,552.56
13149356	01/04/2010	6,932.25	ACHC10011 01/13/2010	6,932.25
13150302	01/06/2010	3,868.20	ACHC10012 01/14/2010	3,868.20
13151336	02/22/2010	3,560.87	ACHC10070 03/15/2010	3,560.87
13152321	03/31/2010	4,988.64	ACHC10102 04/14/2010	4,988.64
13153355	03/31/2010	0.01	ACHC10102 04/14/2010	0.01
13154571	05/12/2010	777.57	ACHC10145 05/27/2010	777.57
13157980	08/09/2010	5,551.64	ACHC10229 08/19/2010	5,551.64
278348 1	09/20/2010	-777.57	REFUND 09/20/2010	-777.57
13162324	11/15/2010	5,979.56	ACHC10337 12/07/2010	5,979.56
13163288	01/05/2011	500.10	ACHC11011 01/13/2011	500.10
13160342	01/11/2011	138.76	ACHC11049 02/23/2011	138.76
13161473	01/11/2011	1,038.03	ACHC11049 02/23/2011	1,038.03
13169154	06/10/2011	1,117.86	ACHC11172 06/23/2011	1,117.86
13167114	07/22/2011	1,142.56	ACHC11210 08/02/2011	1,142.56
13172396	09/26/2011	1,689.01	AVC110009 11/01/2011	1,689.01
13173553	09/26/2011	2,158.23	AVC110009 11/01/2011	2,158.23

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

INTERAGENCY AGREEMENT (IAG)

Federal Agency: ARMY CORPS OF ENGINEERS
IAG Number: DW96946006
Project Officer(s): OZULUMBA, CHINWE
Dates of Service: From: 12/09/2005 To: 03/01/2013
Summary of Service:
Total Costs: \$227,575.89

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
13181107	07/18/2012	2,415.60	AVC120171 08/17/2012	2,415.60
13183172	07/18/2012	1,451.64	AVC120171 08/17/2012	1,451.64
278348	09/14/2012	-219.52	09/14/2012	-219.52
13187700	10/25/2012	69.94	AVC130043 11/07/2012	69.94
13185462	11/14/2012	6,033.13	AVC130055 11/26/2012	6,033.13
13186645	11/14/2012	5,692.69	AVC130055 11/26/2012	5,692.69
13188274	12/05/2012	12,980.17	AVC130075 12/18/2012	12,980.17
278348	12/20/2012	-3,558.55	12/20/2012	-3,558.55
13190205	02/07/2013	11,862.91	AVC130117 02/15/2013	11,862.91
13191214	02/07/2013	4,426.42	AVC130117 02/15/2013	4,426.42
13192203	03/15/2013	3,570.89	AVC130145 03/28/2013	3,570.89
278348	04/26/2016	0.00	04/26/2016	8,184.40
Total:				<u>\$227,575.89</u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: STAPLES #1284
EPA Contract Number: A5BK0000009
Project Officer(s): ANGELA R LEACH
Dates of Service: From: To:
Summary of Service: USADATA
Total Costs: \$100.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
611018	10/01/2004	210,438.51	ACHC04288 10/18/2004	100.00
			Total:	<u>\$100.00</u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: BANK ONE
EPA Contract Number: A5BK0000303
Project Officer(s): CYNTHIA A KESLER
Dates of Service: From: To:
Summary of Service: BGI INCORPORATED
Total Costs: \$1,079.02

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
706062	09/03/2005	193,778.50	ACHC05255 09/14/2005	1,079.02
			Total:	<u><u>\$1,079.02</u></u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: JP MORGAN CHASE
EPA Contract Number: B3BK0001163
Project Officer(s): KERISA COLEMAN
Dates of Service: From: To:
Summary of Service: USADATA.COM SALESLEADS
Total Costs: \$75.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
1456518	12/18/2012	21,515.25	AVC130080 12/24/2012	75.00
			Total:	\$75.00

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: J P MORGAN CHASE
EPA Contract Number: B3BK0001790
Project Officer(s): SHERRYL A LANE
Dates of Service: From: To:
Summary of Service: CITRONELLE CALL NEWS
Total Costs: \$230.40

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
1500241	09/09/2013	35,237.01	AVC130271 09/18/2013	115.20
1500242	09/09/2013	35,237.01	AVC130271 09/18/2013	115.20
			Total:	<u>\$230.40</u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: JP MORGAN CHASE BANK
EPA Contract Number: B7BK0004606
Project Officer(s): STEPHANIE Y BROWN
Dates of Service: From: To:
Summary of Service: CC 1061 OXFORD PARD
Total Costs: \$75.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
1706021	03/29/2017	40,613.32	AVC170143 04/03/2017	75.00
			Total:	<u><u>\$75.00</u></u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: JP MORGAN CHASE BANK
EPA Contract Number: B7BK0004617
Project Officer(s): STEPHANIE Y BROWN
Dates of Service: From: To:
Summary of Service: ANNISTON CITY MEETING CEN
Total Costs: \$100.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
1706720	04/03/2017	25,390.07	AVC170147 04/06/2017	100.00
			Total:	<u>\$100.00</u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: NEPTUNE AND COMPANY, INC.

EPA Contract Number: EP074000233

Project Officer(s):

Dates of Service: From: To:

Summary of Service:

Total Costs: \$125,183.06

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
701501R	12/11/2007	14,534.13	ACHC08009 01/11/2008	14,534.13
701503	03/11/2008	30,529.15	ACHC08102 04/15/2008	30,529.15
701504	09/24/2007	57,143.36	ACHC08189 07/09/2008	57,143.36
0701505FINAL	07/01/2008	22,976.42	ACHC08220 08/11/2008	22,976.42
			Total:	<u>\$125,183.06</u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: NEPTUNE AND COMPANY, INC.

EPA Contract Number: EP084000101

Project Officer(s):

Dates of Service: From: To:

Summary of Service:

Total Costs: \$444,942.89

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule		Site Amount
			Number	and Date	
702501	10/03/2008	28,003.68	ACHC08311	11/10/2008	28,003.68
702502	12/04/2008	35,333.07	ACHC09009	01/13/2009	35,333.07
702503	01/08/2009	39,867.60	ACHC09041	02/12/2009	39,867.60
702504	04/28/2009	85,078.37	ACHC09152	06/03/2009	85,078.37
702505	07/01/2009	66,220.56	ACHC09212	08/04/2009	66,220.56
2200005203	03/30/2011	0.00	L1593	03/30/2011	42,924.98
740501	11/03/2011	19,888.00	AVC110073	12/07/2011	19,888.00
740502	06/11/2012	45,102.00	AVC120149	07/18/2012	45,102.00
740502R	06/11/2012	1,000.00	AVC120182	09/04/2012	1,000.00
702507R	08/10/2012	51,158.48	AVC130043	11/07/2012	51,158.48
740503	11/07/2012	11,059.63	AVC130068	12/10/2012	11,059.63
702509	01/17/2013	19,306.52	AVC130123	02/26/2013	19,306.52
		-77,049.63		05/17/2013	-77,049.63
702509R	07/17/2013	77,049.63	AVC130251	08/21/2013	77,049.63
				Total:	\$444,942.89

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: NEPTUNE AND COMPANY

EPA Contract Number: EP094000160

Project Officer(s):

Dates of Service: From: To:

Summary of Service:

Total Costs: \$229,669.96

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
740001	08/05/2010	61,745.55	ACHC10239 08/31/2010	37,664.79
740002	11/09/2010	33,761.20	ACHC10340 12/08/2010	33,761.20
740003	12/09/2010	25,458.64	ACHC11003 01/05/2011	15,529.77
740004	01/07/2011	27,838.96	ACHC11045 02/16/2011	16,864.46
740005	11/03/2011	58,600.32	AVC110073 12/07/2011	35,499.28
740006	01/06/2012	16,803.96	AVC120031 02/07/2012	10,179.61
740007	11/07/2012	11,881.22	AVC130251 08/21/2013	7,197.49
740008	04/10/2013	20,121.33	AVC130251 08/21/2013	12,189.25
		0.00	05/09/2014	4,683.73
740010	05/12/2014	39,710.95	AVC140185 06/19/2014	33,904.38
740009	09/30/2009	22,196.00	AVC140314 09/12/2014	22,196.00
			Total:	\$229,669.96

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: NEPTUNE & COMPANY, INC.

EPA Contract Number: EPC13022

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00056	03/26/2016	04/29/2016
	00081	12/31/2016	01/27/2017

Project Officer(s): CROWLEY, JEFFERY
TAYLOR, DAWN

Dates of Service: From: 03/26/2016 To: 01/27/2017

Summary of Service: OPERATION AND MAINTENANCE

Total Costs: \$151,569.88

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
9956-01	10/14/2015	0.00	10/14/2015	3,751.16
9956-02	11/05/2015	0.00	11/05/2015	5,240.01
9956-03	12/11/2015	0.00	12/11/2015	34,075.95
9956-04	01/14/2016	0.00	01/14/2016	17,147.16
9956-05	03/01/2016	0.00	03/01/2016	5,260.25
9956-06	03/28/2016	0.00	03/28/2016	2,818.43
9956-07	05/13/2016	0.00	05/13/2016	1,071.76
9956-08	05/10/2016	1,607.64	AVC160186 06/13/2016	1,607.64
9956-09	07/06/2016	0.00	07/06/2016	7,512.44
9956-10	08/10/2016	0.00	08/10/2016	556.12
9956-11	09/19/2016	0.00	09/19/2016	10,462.64
9956-12	10/06/2016	0.00	10/06/2016	11,273.72
9981-02	02/08/2017	3,725.54	AVC170138 03/27/2017	3,723.21
9981-03	05/04/2017	0.00	05/04/2017	285.02
9981-01	05/25/2017	0.00	05/25/2017	7,361.71
9981-04	05/26/2017	0.00	05/26/2017	11,756.43
9981-05	07/14/2017	0.00	07/14/2017	6,588.92
9981-06	07/31/2017	0.00	07/31/2017	5,350.17
9981-07	10/03/2017	0.00	10/03/2017	3,458.95
9981-08	10/30/2017	0.00	10/30/2017	10,884.61
9981-09	03/19/2018	0.00	03/19/2018	1,383.58
Total:				<u>\$151,569.88</u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER EXPENDITURES

Contractor Name: NEPTUNE AND COMPANY, INC.

EPA Contract Number: EPG11400084

Project Officer(s):

Dates of Service: From: To:

Summary of Service:

Total Costs: \$230,579.85

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
		77,049.63		77,049.63
740504R	07/09/2013	28,922.79	AVC130255	08/27/2013 28,922.79
740506	06/04/2014	40,540.80	AVC140199	07/10/2014 40,540.80
740507	07/02/2014	43,683.04	AVC140256	08/07/2014 43,683.04
740505	02/07/2014	22,629.74	AVC150003	10/03/2014 22,629.74
740508	07/02/2014	17,753.85	AVC150243	09/14/2015 17,753.85
			Total:	<u>\$230,579.85</u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

RESPONSE ACTION CONTRACT

Contractor Name: CDM FEDERAL PROGRAMS CORPORATION

EPA Contract Number: 68-W5-0022

Project Officer(s): EAGLE, TRACY
POWELL, JUDITH
WATERMAN, ERNA

Dates of Service: From: 09/29/1995 To: 12/31/2005

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$63,530.73

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
44	11/15/1999	925,161.64	R0150 12/14/1999	1,058.24	51.97
45	12/14/1999	717,009.12	R0214 01/12/2000	5,176.09	254.19
49	04/14/2000	1,080,592.16	R0441 05/12/2000	5,960.62	292.71
51	06/14/2000	1,161,617.50	R0558 07/13/2000	587.86	28.87
52	07/17/2000	1,450,365.20	R0612 08/15/2000	467.92	22.98
53	08/14/2000	1,107,435.50	R0660 09/12/2000	256.63	12.60
54	09/14/2000	1,194,191.57	R1023 10/13/2000	224.29	11.01
55	10/18/2000	1,393,086.93	R1088 11/15/2000	3.38	0.17
56	11/14/2000	1,796,386.73	R1139 12/13/2000	4,467.59	219.39
59	02/14/2001	1,199,382.90	R1308 03/15/2001	1,708.77	83.91
61	04/17/2001	1,266,715.21	R1422 05/16/2001	5,824.95	286.05
62	05/16/2001	1,291,605.55	R1480 06/14/2001	3,959.78	194.46
63	06/15/2001	1,137,204.39	01539 07/16/2001	-2,240.76	-110.04
64	07/18/2001	2,110,061.20	R1613 08/17/2001	2,080.33	102.16
65	08/21/2001	1,381,827.29	R1686 09/21/2001	1,338.69	65.74
68	10/31/2001	1,471,840.57	R2144 12/12/2001	6,068.10	298.00
69	11/16/2001	756,446.78	R2156 12/18/2001	7,044.72	345.95
70	12/19/2001	1,064,457.41	R2222 01/18/2002	650.48	31.94
71	01/18/2002	1,587,984.25	R2280 02/20/2002	2,856.57	140.28
72	02/12/2002	-41,395.44	R2332 03/20/2002	-57.10	-2.80
73	02/19/2002	1,208,637.07	R2332 03/20/2002	1,115.60	54.78
74	03/15/2002	1,177,453.94	R2378 04/16/2002	2,681.36	131.68
75Z	04/17/2002	-9,931.33	R2426 05/13/2002	7.71	0.38
76Z	04/18/2002	-25,450.13	R2426 05/13/2002	305.63	15.01
77	04/18/2002	1,378,077.22	R2444 05/20/2002	2,521.48	123.82
79	05/15/2002	962,231.99	R2487 06/12/2002	2,390.88	117.41
89Z	01/17/2003	-59,122.88	R3252 02/19/2003	243.73	11.97

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

RESPONSE ACTION CONTRACT

Contractor Name: CDM FEDERAL PROGRAMS CORPORATION

EPA Contract Number: 68-W5-0022

Project Officer(s): EAGLE, TRACY
POWELL, JUDITH
WATERMAN, ERNA

Dates of Service: From: 09/29/1995 To: 12/31/2005

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$63,530.73

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	Schedule Date	Site Amount	Annual Allocation
91	02/19/2003	1,305,987.54	R3297	03/20/2003	1,652.72	81.16
92	03/12/2003	1,110,976.82	R3329	04/10/2003	540.49	26.54
93	04/16/2003	2,181,491.43	03390	05/15/2003	-60.58	-2.97
94	05/15/2003	1,622,343.16	03435	06/12/2003	60.58	2.97
94	05/15/2003	1,622,343.16	R3435	06/12/2003	442.78	21.74
101Z	11/10/2003	-17,008.22	R4138	12/17/2003	-4.05	-0.20
102	11/17/2003	2,174,645.44	R4138	12/17/2003	821.25	32.26
105	01/16/2004	2,251,309.83	R4263	02/20/2004	220.30	8.65
106	02/13/2004	1,351,392.21	R4292	03/11/2004	234.09	9.20
108	04/16/2004	2,018,307.33	R4407	05/17/2004	238.32	9.36
116	11/11/2004	1,057,213.95	R5160	12/15/2004	205.70	8.08
118	01/14/2005	970,283.57	05266	02/11/2005	-0.07	0.00
119Z	02/04/2005	-28,635.32	05334	03/17/2005	0.07	0.00
119Z	02/04/2005	-28,635.32	R5334	03/17/2005	47.56	1.87
120	02/18/2005	824,160.53	R5334	03/17/2005	31.06	1.22
124	04/14/2005	726,264.29	05452	05/13/2005	-415.31	-16.32
127Z	07/06/2005	-31,645.88	05625	08/12/2005	-120.23	-4.72
JVH1676	04/22/2008	0.00	H1676	04/22/2008	-21.36	-0.84
JVH1678	04/23/2008	0.00	H1678	04/23/2008	-8.69	-0.34
JVH1680	04/23/2008	0.00	H1680	04/23/2008	-0.02	0.00
145	03/28/2008	3,010.21	08D23	05/13/2008	0.32	0.01
Total:					\$60,568.47	\$2,962.26

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

RESPONSE ACTION CONTRACT

Contractor Name: CDM FEDERAL PROGRAMS CORPORATION
 EPA Contract Number: 68-W5-0022
 Project Officer(s): EAGLE, TRACY
 POWELL, JUDITH
 WATERMAN, ERNA
 Dates of Service: From: 09/29/1995 To: 12/31/2005
 Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
 Total Costs: \$63,530.73

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
44	R0150	Final	0.049108
45	R0214	Final	0.049108
49	R0441	Final	0.049108
51	R0558	Final	0.049108
52	R0612	Final	0.049108
53	R0660	Final	0.049108
54	R1023	Final	0.049108
55	R1088	Final	0.049108
56	R1139	Final	0.049108
59	R1308	Final	0.049108
61	R1422	Final	0.049108
62	R1480	Final	0.049108
63	01539	Final	0.049108
64	R1613	Final	0.049108
65	R1686	Final	0.049108
68	R2144	Final	0.049108
69	R2156	Final	0.049108
70	R2222	Final	0.049108
71	R2280	Final	0.049108
72	R2332	Final	0.049108
73	R2332	Final	0.049108
74	R2378	Final	0.049108
75Z	R2426	Final	0.049108
76Z	R2426	Final	0.049108
77	R2444	Final	0.049108
79	R2487	Final	0.049108
89Z	R3252	Final	0.049108

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
 Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

RESPONSE ACTION CONTRACT

Contractor Name: CDM FEDERAL PROGRAMS CORPORATION
 EPA Contract Number: 68-W5-0022
 Project Officer(s): EAGLE, TRACY
 POWELL, JUDITH
 WATERMAN, ERNA
 Dates of Service: From: 09/29/1995 To: 12/31/2005
 Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
 Total Costs: \$63,530.73

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
91	R3297	Final	0.049108
92	R3329	Final	0.049108
93	03390	Final	0.049108
94	03435	Final	0.049108
94	R3435	Final	0.049108
101Z	R4138	Final	0.049108
102	R4138	Provisional	0.049108
105	R4263	Provisional	0.039286
106	R4292	Provisional	0.039286
108	R4407	Provisional	0.039286
116	R5160	Provisional	0.039286
118	05266	Provisional	0.039286
119Z	R5334	Provisional	0.039286
119Z	05334	Provisional	0.039286
120	R5334	Provisional	0.039286
124	05452	Provisional	0.039286
127Z	05625	Provisional	0.039286
JVH1676	H1676	Provisional	0.039286
JVH1678	H1678	Provisional	0.039286
JVH1680	H1680	Provisional	0.039286
145	08D23	Provisional	0.039286

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

SUPERFUND TECHNICAL ASSISTANCE RESPONSE TEAM (START)

Contractor Name: TETRA TECH
EPA Contract Number: EPS41403
Delivery Order Information: DO # Start Date End Date
00010 10/24/2015 12/25/2015
Project Officer(s): JONES, SYLVIA
Dates of Service: From: 10/24/2015 To: 12/25/2015
Summary of Service: TECHNICAL AND ANALYTICAL SUPPORT SERVICE
Total Costs: \$1,047.71

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
BYTO010009	12/11/2015	1,432.76	AVC160067 01/06/2016	868.52
BYTO010010	01/13/2016	5,344.86	AVC160087 02/03/2016	179.19
			Total:	<u>\$1,047.71</u>

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT

Contractor Name: TETRA TECH EM INC.

EPA Contract Number: EPW05054

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00003	10/29/2011	06/27/2014

Project Officer(s): JONES, SYLVIA

Dates of Service: From: 10/29/2011 To: 06/27/2014

Summary of Service: TECHNICAL ASSISTANT TEAM PROP-SUB(REDI)

Total Costs: \$69,514.93

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number</u>	<u>and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
T3-06-BY-76	07/04/2012	120,524.74	AVC120167	08/13/2012	1,386.52	105.32
T3-06-BY-79	10/03/2012	165,197.28	AVC130045	11/09/2012	3,123.57	237.27
T3-06-BY-80	10/31/2012	119,092.94	AVC130075	12/18/2012	848.26	64.44
T3-06-BY-81	11/28/2012	189,677.60	AVC130092	01/11/2013	3,614.69	274.58
T3-06-BY-84	02/27/2013	187,388.78	AVC130155	04/11/2013	2,994.69	227.48
T3-06-BY-85	04/03/2013	209,873.31	AVC130183	05/20/2013	1,597.14	121.32
T3-06-BY-86	05/01/2013	110,272.67	AVC130197	06/10/2013	1,003.26	76.21
T3-06-BY-87	05/29/2013	100,846.83	AVC130213	07/01/2013	9,696.67	736.58
T3-06-BY-88	07/03/2013	85,525.79	AVC130243	08/12/2013	146.52	11.13
T3-06-BY-89	07/31/2013	82,478.87	AVC130262	09/06/2013	298.14	22.65
T3-06-BY-90	08/28/2013	115,891.23	AVC140013	10/24/2013	930.00	70.64
T3-06-BY-91	10/02/2013	117,553.44	AVC140028	11/13/2013	9,244.01	702.19
T3-06-BY-92	10/30/2013	62,170.94	AVC140048	12/10/2013	1,728.57	131.31
T3-06-BY-93	11/27/2013	114,819.46	AVC140069	01/10/2014	3,457.14	262.61
T3-06-BY-94	01/01/2014	125,769.27	AVC140096	02/20/2014	73.26	5.56
T3-06-BY-95	01/29/2014	152,049.05	AVC140115	03/18/2014	465.00	35.32
T3-06-BY-96	02/26/2014	215,186.84	AVC140134	04/14/2014	47.14	3.58
T3-06-BY-97	04/02/2014	183,610.48	AVC140154	05/12/2014	9,665.73	734.23
T3-06-BY-98	04/30/2014	83,757.34	AVC140177	06/09/2014	4,749.38	360.77
T3-06-BY-99	05/28/2014	42,216.55	AVC140197	07/08/2014	-783.48	-59.51
3-06-BY-100	07/02/2014	56,644.87	AVC140251	08/06/2014	10,321.03	784.01
Total:					\$64,607.24	\$4,907.69

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TECHNICAL ASSISTANCE TEAM (TAT) CONTRACT

Contractor Name: TETRA TECH EM INC.

EPA Contract Number: EPW05054

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00003	10/29/2011	06/27/2014

Project Officer(s): JONES, SYLVIA

Dates of Service: From: 10/29/2011 To: 06/27/2014

Summary of Service: TECHNICAL ASSISTANT TEAM PROP-SUB(REDI)

Total Costs: \$69,514.93

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
T3-06-BY-76	AVC120167	Provisional	0.075962
T3-06-BY-79	AVC130045	Provisional	0.075962
T3-06-BY-80	AVC130075	Provisional	0.075962
T3-06-BY-81	AVC130092	Provisional	0.075962
T3-06-BY-84	AVC130155	Provisional	0.075962
T3-06-BY-85	AVC130183	Provisional	0.075962
T3-06-BY-86	AVC130197	Provisional	0.075962
T3-06-BY-87	AVC130213	Provisional	0.075962
T3-06-BY-88	AVC130243	Provisional	0.075962
T3-06-BY-89	AVC130262	Provisional	0.075962
T3-06-BY-90	AVC140013	Provisional	0.075962
T3-06-BY-91	AVC140028	Provisional	0.075962
T3-06-BY-92	AVC140048	Provisional	0.075962
T3-06-BY-93	AVC140069	Provisional	0.075962
T3-06-BY-94	AVC140096	Provisional	0.075962
T3-06-BY-95	AVC140115	Provisional	0.075962
T3-06-BY-96	AVC140134	Provisional	0.075962
T3-06-BY-97	AVC140154	Provisional	0.075962
T3-06-BY-98	AVC140177	Provisional	0.075962
T3-06-BY-99	AVC140197	Provisional	0.075962
3-06-BY-100	AVC140251	Provisional	0.075962

Reconciliation Pending

Contract Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TECHNICAL SERVICES AND SUPPORT

Contractor Name: BATTELLE MEMORIAL INSTITUTE

EPA Contract Number: EPC05057

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	37	07/27/2007	09/30/2009

Project Officer(s): REISMAN, DAVID

Dates of Service: From: 07/27/2007 To: 09/30/2009

Summary of Service:

Total Costs: \$100,627.69

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
10	09/15/2007	8,413.59	08154 10/10/2007	8,413.59
11	10/12/2007	6,473.78	08298 11/05/2007	6,473.78
15	02/19/2008	1,334.13	08C07 03/21/2008	1,334.13
22	09/19/2008	13,195.62	09488 10/21/2008	13,195.62
25	12/17/2008	13,787.37	09744 01/22/2009	13,787.37
26	01/15/2009	4,677.57	09798 02/12/2009	4,677.57
27	02/13/2009	3,937.62	09883 03/18/2009	1,742.94
30	05/21/2009	17,580.38	R9B41 06/18/2009	17,580.38
31	06/15/2009	4,420.05	R9B90 07/09/2009	4,420.05
32	07/15/2009	8,819.16	R9C97 08/13/2009	8,819.16
33	08/15/2009	234.53	R9D74 09/10/2009	234.53
34	09/15/2009	14,703.42	R0032 10/14/2009	14,703.42
35	10/15/2009	4,962.72	R0121 11/13/2009	4,962.72
29	02/12/2010	282.43	R0492 03/16/2010	282.43
Total:				<u>\$100,627.69</u>

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

CONTRACT LAB PROGRAM (CLP) COSTS

Reconciliation Pending

Miscellaneous (MIS) Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
1998	2,343.87	46.12%	1,080.98
1999	11,372.30	41.85%	4,759.30
2000	17,288.68	42.29%	7,311.40
2001	25,256.38	45.26%	11,431.06
2002	34,416.21	47.82%	16,457.85
2003	4,641.99	46.55%	2,160.82
2004	5,742.41	49.35%	2,833.88
2005	6,184.95	48.91%	3,025.07
2006	8,650.94	60.49%	5,232.94
2007	25,645.63	45.30%	11,617.52
2008	178,897.76	44.03%	78,768.68
2009	479,675.69	49.52%	237,535.39
2010	140,194.52	40.97%	57,437.68
2011	159,211.86	55.33%	88,091.88
2012	171,645.51	52.19%	89,581.71
2013	350,929.59	55.90%	196,169.70
2014	240,787.22	76.73%	184,756.09
2015	77,118.20	73.74%	56,866.96
2016	121,014.32	67.95%	82,229.20
2017	64,073.85	71.19%	45,614.16
2018	16,027.45	71.19%	11,409.94
	<u>2,141,119.33</u>		
Total EPA Indirect Costs			<u>\$1,194,372.21</u>

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
GUZMAN, HUMBERTO	1998	17	1,210.57	46.12%	558.31
		20	34.59	46.12%	15.95
		23	380.46	46.12%	175.47
		24	276.71	46.12%	127.62
		26	34.59	46.12%	15.95
			1,936.92		\$893.30
THOMS, SHARON	1998	24	19.35	46.12%	8.92
		26	64.53	46.12%	29.76
		27	245.17	46.12%	113.07
			329.05		\$151.75
WELLMAN, LYNN	1998	24	77.90	46.12%	35.93
			77.90		\$35.93
Total Fiscal Year 1998 Payroll Direct Costs:			2,343.87		\$1,080.98
Total Fiscal Year 1998:			2,343.87		\$1,080.98

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
GUZMAN, HUMBERTO	1999	01	69.18	41.85%	28.95
		02	207.51	41.85%	86.84
		03	864.70	41.85%	361.88
		04	449.65	41.85%	188.18
		05	415.05	41.85%	173.70
		06	518.82	41.85%	217.13
		08	35.98	41.85%	15.06

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
GUZMAN, HUMBERTO	1999	09	107.92	41.85%	45.16
		10	35.98	41.85%	15.06
		11	179.89	41.85%	75.28
		12	107.92	41.85%	45.16
		13	215.86	41.85%	90.34
		14	251.83	41.85%	105.39
		15	148.45	41.85%	62.13
		17	0.00	41.85%	0.00
			222.64	41.85%	93.17
		18	111.32	41.85%	46.59
		19	37.10	41.85%	15.53
		20	0.00	41.85%	0.00
			<u>3,979.80</u>		<u>\$1,665.55</u>
JENKINS, DAVID	1999	15	83.82	41.85%	35.08
		17	130.35	41.85%	54.55
		20	37.24	41.85%	15.58
		23	37.24	41.85%	15.58
			<u>288.65</u>		<u>\$120.79</u>
LUETSCHER, GREGORY	1999	02	122.62	41.85%	51.32
		06	408.75	41.85%	171.06
			<u>531.37</u>		<u>\$222.38</u>
MILLER, ANGELA	1999	03	354.05	41.85%	148.17
			<u>354.05</u>		<u>\$148.17</u>

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STEWART, ROBERT	1999	16	77.83	41.85%	32.57
			77.83		\$32.57
THOMS, SHARON	1999	02	432.28	41.85%	180.91
		03	25.81	41.85%	10.80
		05	167.76	41.85%	70.21
		06	1,006.53	41.85%	421.23
		07	12.91	41.85%	5.40
		09	40.49	41.85%	16.95
		11	83.60	41.85%	34.99
		12	146.29	41.85%	61.22
		13	292.59	41.85%	122.45
		14	90.56	41.85%	37.90
		15	76.64	41.85%	32.07
		19	6.96	41.85%	2.91
		20	159.43	41.85%	66.72
		21	501.09	41.85%	209.71
		22	546.64	41.85%	228.77
		23	227.78	41.85%	95.33
		24	7.59	41.85%	3.18
		25	83.51	41.85%	34.95
		26	7.61	41.85%	3.18
			3,916.07		\$1,638.88
WELLMAN, LYNN	1999	05	77.90	41.85%	32.60
		06	506.33	41.85%	211.90
		07	77.90	41.85%	32.60
			662.13		\$277.10
Total Fiscal Year 1999 Payroll Direct Costs:			9,809.90		\$4,105.44

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
GUZMAN, HUMBERTO	9904DS9007	11/17/1998	539.75	41.85%	225.88
			539.75		\$225.88
MILLER, ANGELA	9904DS9007	11/19/1998	501.60	41.85%	209.92
			501.60		\$209.92
THOMS, SHARON	9904DS9226	08/19/1999	521.05	41.85%	218.06
			521.05		\$218.06
Total Fiscal Year 1999 Travel Direct Costs:			1,562.40		\$653.86
Total Fiscal Year 1999:			11,372.30		\$4,759.30

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
GUZMAN, HUMBERTO	2000	12	0.00	42.29%	0.00
		13	0.00	42.29%	0.00
		15	0.00	42.29%	0.00
			0.00		\$0.00
STERN, ROBERT	2000	03	75.89	42.29%	32.09
		05	113.83	42.29%	48.14
		06	37.94	42.29%	16.04
			227.66		\$96.27
THOMS, SHARON	2000	04	121.48	42.29%	51.37

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2000	09	191.16	42.29%	80.84
		10	0.00	42.29%	0.00
		11	223.02	42.29%	94.32
		12	79.66	42.29%	33.69
		13	23.90	42.29%	10.11
		15	191.16	42.29%	80.84
		16	669.05	42.29%	282.94
		18	47.80	42.29%	20.21
		19	63.72	42.29%	26.95
		20	558.59	42.29%	236.23
		22	98.58	42.29%	41.69
		23	131.44	42.29%	55.59
		25	279.30	42.29%	118.12
			2,678.86		\$1,132.90
WELLMAN, LYNN	2000	04	166.58	42.29%	70.45
		25	44.90	42.29%	18.99
			211.48		\$89.44
Total Fiscal Year 2000 Payroll Direct Costs:			3,118.00		\$1,318.61

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W5-0022	44	12/14/1999	1,058.24	51.97	42.29%	469.51
	45	01/12/2000	5,176.09	254.19	42.29%	2,296.47
	49	05/12/2000	5,960.62	292.71	42.29%	2,644.53
	51	07/13/2000	587.86	28.87	42.29%	260.82
	52	08/15/2000	467.92	22.98	42.29%	207.60

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W5-0022	53	09/12/2000	256.63	12.60	42.29%	113.86
			13,507.36	663.32		\$5,992.79
Total Fiscal Year 2000 Other Direct Costs:			13,507.36	663.32		\$5,992.79
Total Fiscal Year 2000:			17,288.68			\$7,311.40

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ELLIS, ELISABET	2001	22	252.95	45.26%	114.49
		23	22.99	45.26%	10.41
		24	23.01	45.26%	10.41
		25	114.98	45.26%	52.04
			413.93		\$187.35
FRANCO, SARAH	2001	20	82.79	45.26%	37.47
			82.79		\$37.47
LEWIS, ROBERT	2001	14	204.62	45.26%	92.61
			204.62		\$92.61
PHILSON, CAROLINE	2001	13	89.31	45.26%	40.42
		14	30.66	45.26%	13.88
		15	76.64	45.26%	34.69
			196.61		\$88.99

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2001	01	369.65	45.26%	167.30
		02	393.54	45.26%	178.12
		06	147.65	45.26%	66.83
		07	8.20	45.26%	3.71
		08	163.98	45.26%	74.22
		09	68.09	45.26%	30.82
		11	102.15	45.26%	46.23
		12	791.64	45.26%	358.30
		13	1,029.98	45.26%	466.17
		17	442.63	45.26%	200.33
		20	368.38	45.26%	166.73
		21	189.57	45.26%	85.80
		22	9.04	45.26%	4.09
		23	9.04	45.26%	4.09
		24	18.05	45.26%	8.17
		25	668.01	45.26%	302.34
			4,779.60		\$2,163.25
WALTON, KIM	2001	18	1,086.46	45.26%	491.73
			1,086.46		\$491.73
WELLMAN, LYNN	2001	02	179.25	45.26%	81.13
		21	93.25	45.26%	42.20
			272.50		\$123.33
Total Fiscal Year 2001 Payroll Direct Costs:			7,036.51		\$3,184.73

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W5-0022	54	10/13/2000	224.29	11.01	45.26%	106.50
	55	11/15/2000	3.38	0.17	45.26%	1.61
	56	12/13/2000	4,467.59	219.39	45.26%	2,121.33
	59	03/15/2001	1,708.77	83.91	45.26%	811.37
	61	05/16/2001	5,824.95	286.05	45.26%	2,765.84
	62	06/14/2001	3,067.55	150.64	45.26%	1,456.55
			892.23	43.82	45.26%	423.66
	63	07/16/2001	-2,240.76	-110.04	45.26%	-1,063.97
	64	08/17/2001	2,080.33	102.16	45.26%	987.79
	65	09/21/2001	1,338.69	65.74	45.26%	635.65
			17,367.02	852.85		\$8,246.33
Total Fiscal Year 2001 Other Direct Costs:			17,367.02	852.85		\$8,246.33
Total Fiscal Year 2001:			25,256.38			\$11,431.06

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ELLIS, ELISABET	2002	04	47.47	47.82%	22.70
		12	99.53	47.82%	47.60
		15	149.28	47.82%	71.39
		19	895.67	47.82%	428.31
		26	99.53	47.82%	47.60
			1,291.48		\$617.60
THOMS, SHARON	2002	10	37.91	47.82%	18.13
		13	9.48	47.82%	4.53
		14	104.23	47.82%	49.84
		15	322.20	47.82%	154.08

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2002	16	104.23	47.82%	49.84
		18	672.82	47.82%	321.74
		19	530.68	47.82%	253.77
		20	85.28	47.82%	40.78
		21	47.38	47.82%	22.66
		22	217.95	47.82%	104.22
		23	161.10	47.82%	77.04
		25	615.96	47.82%	294.55
		26	265.34	47.82%	126.89
		27	113.72	47.82%	54.38
			<u>3,288.28</u>		<u>\$1,572.45</u>
WELLMAN, LYNN	2002	18	201.24	47.82%	96.23
			<u>201.24</u>		<u>\$96.23</u>
Total Fiscal Year 2002 Payroll Direct Costs:			<u><u>4,781.00</u></u>		<u><u>\$2,286.28</u></u>

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ELLIS, ELISABET	TM0038243	06/27/2002	648.76	47.82%	310.24
		07/17/2002	648.76	47.82%	310.24
	0204DL2088	07/17/2002	1,495.81	47.82%	715.30
			<u>2,793.33</u>		<u>\$1,335.78</u>
Total Fiscal Year 2002 Travel Direct Costs:			<u><u>2,793.33</u></u>		<u><u>\$1,335.78</u></u>

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W5-0022	68	12/12/2001	801.20	39.35	47.82%	401.95
			5,266.90	258.65	47.82%	2,642.32
	69	12/18/2001	7,044.72	345.95	47.82%	3,534.22
	70	01/18/2002	650.48	31.94	47.82%	326.33
	71	02/20/2002	2,856.57	140.28	47.82%	1,433.09
	73	03/20/2002	1,115.60	54.78	47.82%	559.68
	72	03/20/2002	-57.10	-2.80	47.82%	-28.64
	74	04/16/2002	2,681.36	131.68	47.82%	1,345.20
	76Z	05/13/2002	305.63	15.01	47.82%	153.33
	75Z	05/13/2002	7.71	0.38	47.82%	3.87
	77	05/20/2002	2,521.48	123.82	47.82%	1,264.98
	79	06/12/2002	2,390.88	117.41	47.82%	1,199.46
			25,585.43	1,256.45		\$12,835.79
Total Fiscal Year 2002 Other Direct Costs:			25,585.43	1,256.45		\$12,835.79
Total Fiscal Year 2002:			34,416.21			\$16,457.85

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DORSEY, CAROL	2003	27	198.91	46.55%	92.59
			198.91		\$92.59
GUZMAN, HUMBERTO	2003	01	0.00	46.55%	0.00
		02	265.59	46.55%	123.63
			265.59		\$123.63

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STERN, ROBERT	2003	01	10.89	46.55%	5.07
			10.89		\$5.07
THOMS, SHARON	2003	03	37.91	46.55%	17.65
		09	39.19	46.55%	18.24
		14	39.58	46.55%	18.42
		15	49.47	46.55%	23.03
		16	9.89	46.55%	4.60
		18	9.89	46.55%	4.60
		21	99.27	46.55%	46.21
		22	66.19	46.55%	30.81
		25	44.13	46.55%	20.54
		26	353.00	46.55%	164.32
		27	242.68	46.55%	112.97
			991.20		\$461.39
VILLAMARZO, MARIO	2003	21	154.27	46.55%	71.81
			154.27		\$71.81
Total Fiscal Year 2003 Payroll Direct Costs:			1,620.86		\$754.49

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W5-0022	89Z	02/19/2003	243.73	11.97	46.55%	119.03
	91	03/20/2003	1,652.72	81.16	46.55%	807.12
	92	04/10/2003	540.49	26.54	46.55%	263.95
	93	05/15/2003	-60.58	-2.97	46.55%	-29.58
	94	06/12/2003	60.58	2.97	46.55%	29.58

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W5-0022	94	06/12/2003	442.78	21.74	46.55%	216.23
			2,879.72	141.41		\$1,406.33
Total Fiscal Year 2003 Other Direct Costs:			2,879.72	141.41		\$1,406.33
Total Fiscal Year 2003:			4,641.99			\$2,160.82

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
DORSEY, CAROL	2004	05	132.61	49.35%	65.44
		06	132.61	49.35%	65.44
			265.22		\$130.88
FRANCO, SARAH	2004	19	145.74	49.35%	71.92
		20	54.65	49.35%	26.97
			200.39		\$98.89
JACKSON, FELICIA	2004	05	8.26	49.35%	4.08
		27	8.90	49.35%	4.39
			17.16		\$8.47
THOMS, SHARON	2004	01	209.60	49.35%	103.44
		05	209.59	49.35%	103.43
		06	353.07	49.35%	174.24
		10	1,105.82	49.35%	545.72
		11	293.37	49.35%	144.78
		13	322.67	49.35%	159.24

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2004	22	569.89	49.35%	281.24
		23	23.74	49.35%	11.72
			3,087.75		\$1,523.81

Total Fiscal Year 2004 Payroll Direct Costs:

3,570.52

\$1,762.05

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	0404DS4169	08/09/2004	602.71	49.35%	297.44
			602.71		\$297.44

Total Fiscal Year 2004 Travel Direct Costs:

602.71

\$297.44

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W5-0022	101Z	12/17/2003	-4.05	-0.20	49.35%	-2.10
	102	12/17/2003	821.25	32.26	49.35%	421.21
	105	02/20/2004	220.30	8.65	49.35%	112.99
	106	03/11/2004	234.09	9.20	49.35%	120.06
	108	05/17/2004	238.32	9.36	49.35%	122.23
			1,509.91	59.27		\$774.39

Total Fiscal Year 2004 Other Direct Costs:

1,509.91

59.27

\$774.39

Total Fiscal Year 2004:

5,742.41

\$2,833.88

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ELLIS, ELISABET	2005	16	239.75	48.91%	117.26
		18	59.96	48.91%	29.33
		19	1,378.67	48.91%	674.31
		20	479.53	48.91%	234.54
		22	119.86	48.91%	58.62
		24	29.98	48.91%	14.66
		26	269.75	48.91%	131.93
			<u>2,577.50</u>		<u>\$1,260.65</u>
RUBINI, SUZANNE	2005	13	69.85	48.91%	34.16
			<u>69.85</u>		<u>\$34.16</u>
THOMS, SHARON	2005	07	453.28	48.91%	221.70
		14	12.38	48.91%	6.06
		25	272.35	48.91%	133.21
		26	148.55	48.91%	72.66
		27	1,733.11	48.91%	847.66
			<u>2,619.67</u>		<u>\$1,281.29</u>
Total Fiscal Year 2005 Payroll Direct Costs:			<u><u>5,267.02</u></u>		<u><u>\$2,576.10</u></u>

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W5-0022	116	12/15/2004	205.70	8.08	48.91%	104.56
	118	02/11/2005	-0.07	0.00	48.91%	-0.03
	119Z	03/17/2005	0.07	0.00	48.91%	0.03
			47.56	1.87	48.91%	24.18
	120	03/17/2005	31.06	1.22	48.91%	15.79

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W5-0022	124	05/13/2005	-415.31	-16.32	48.91%	-211.11
	127Z	08/12/2005	-120.23	-4.72	48.91%	-61.11
			-251.22	-9.87		\$-127.69
A5BK0000009	611018	10/18/2004	100.00	0.00	48.91%	48.91
			100.00	0.00		\$48.91
A5BK0000303	706062	09/14/2005	1,079.02	0.00	48.91%	527.75
			1,079.02	0.00		\$527.75
Total Fiscal Year 2005 Other Direct Costs:			927.80	-9.87		\$448.97
Total Fiscal Year 2005:			6,184.95			\$3,025.07

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ELLIS, ELISABET	2006	02	59.95	60.49%	36.26
		03	419.60	60.49%	253.82
		04	539.49	60.49%	326.34
		05	260.89	60.49%	157.81
		06	114.12	60.49%	69.03
		10	495.24	60.49%	299.57
		11	185.71	60.49%	112.34
		15	340.48	60.49%	205.96
		16	278.58	60.49%	168.51
		17	61.90	60.49%	37.44
		18	185.72	60.49%	112.34

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ELLIS, ELISABET	2006	19	61.91	60.49%	37.45
			3,003.59		\$1,816.87
NORMAN, MICHAEL	2006	11	101.67	60.49%	61.50
		16	101.67	60.49%	61.50
			203.34		\$123.00
THOMS, SHARON	2006	02	643.71	60.49%	389.38
		03	252.86	60.49%	152.96
		04	321.86	60.49%	194.69
		05	346.62	60.49%	209.67
		06	24.76	60.49%	14.98
		07	12.37	60.49%	7.48
		11	12.77	60.49%	7.72
		12	511.08	60.49%	309.15
		16	651.63	60.49%	394.17
		26	228.67	60.49%	138.32
			3,006.33		\$1,818.52
WALDEN, ELIZABETH	2006	20	869.69	60.49%	526.08
		22	171.17	60.49%	103.54
		25	242.42	60.49%	146.64
		26	347.09	60.49%	209.95
		27	428.22	60.49%	259.03
			2,058.59		\$1,245.24
Total Fiscal Year 2006 Payroll Direct Costs:			8,271.85		\$5,003.63

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WALDEN, ELIZABETH	0604DT6236	09/13/2006	379.09	60.49%	229.31
			379.09		\$229.31

Total Fiscal Year 2006 Travel Direct Costs:

379.09	\$229.31
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Total Fiscal Year 2006:

8,650.94	\$5,232.94
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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ELLIS, ELISABET	2007	08	130.31	45.30%	59.03
		12	260.61	45.30%	118.06
		15	260.61	45.30%	118.06
		21	260.61	45.30%	118.06
		22	97.73	45.30%	44.27
			1,009.87		\$457.48
THOMS, SHARON	2007	03	223.60	45.30%	101.29
		10	26.92	45.30%	12.19
		11	579.02	45.30%	262.30
		12	53.86	45.30%	24.40
		13	1,104.17	45.30%	500.19
		14	1,561.99	45.30%	707.58
		15	1,198.43	45.30%	542.89
		16	350.11	45.30%	158.60
		17	161.58	45.30%	73.20
		18	26.93	45.30%	12.20
		19	26.93	45.30%	12.20
		24	701.99	45.30%	318.00
		25	902.16	45.30%	408.68

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2007	26	1,090.68	45.30%	494.08
			8,008.37		\$3,627.80
WALDEN, ELIZABETH	2007	01	396.26	45.30%	179.51
		02	625.69	45.30%	283.44
		03	1,000.77	45.30%	453.35
		04	113.21	45.30%	51.28
		05	56.35	45.30%	25.53
		06	114.07	45.30%	51.67
		07	114.08	45.30%	51.68
		08	233.63	45.30%	105.83
		09	700.74	45.30%	317.44
		10	523.89	45.30%	237.32
		11	876.04	45.30%	396.85
		12	573.47	45.30%	259.78
		13	1,846.69	45.30%	836.55
		15	918.48	45.30%	416.07
		16	233.65	45.30%	105.84
		18	379.66	45.30%	171.99
		20	730.08	45.30%	330.73
		21	406.26	45.30%	184.04
		22	467.33	45.30%	211.70
		23	635.55	45.30%	287.90
		24	1,246.50	45.30%	564.66
		25	585.62	45.30%	265.29
		26	869.35	45.30%	393.82
			13,647.37		\$6,182.27
Total Fiscal Year 2007 Payroll Direct Costs:			22,665.61		\$10,267.55

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BANK ONE	006DW5	05/01/2007	13.58	45.30%	6.15
			13.58		\$6.15
SCHUBAUER-BERIGAN, JOSEPH	006DW5	05/01/2007	1,503.54	45.30%	681.11
	00CNU3	09/26/2007	995.70	45.30%	451.07
			2,499.24		\$1,132.18
WALDEN, ELIZABETH	TM0487658	03/08/2007	234.25	45.30%	106.11
	TM0506327	04/24/2007	232.95	45.30%	105.53
			467.20		\$211.64
Total Fiscal Year 2007 Travel Direct Costs:			2,980.02		\$1,349.97
Total Fiscal Year 2007:			25,645.63		\$11,617.52

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CAMPBELL, RICHARD	2008	01	30.24	44.03%	13.31
		02	105.12	44.03%	46.28
		03	120.40	44.03%	53.01
		05	15.12	44.03%	6.66
		06	15.11	44.03%	6.65
		26	31.34	44.03%	13.80
			317.33		\$139.71
ELLIS, ELISABET	2008	01	130.30	44.03%	57.37
		05	62.05	44.03%	27.32

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ELLIS, ELISABET	2008	08	202.70	44.03%	89.25
		16	135.11	44.03%	59.49
		18	67.56	44.03%	29.75
			<u>597.72</u>		<u>\$263.18</u>
FRANCE, JAY	2008	22	213.79	44.03%	94.13
			<u>213.79</u>		<u>\$94.13</u>
MASTERS, ARTHUR	2008	18	1,883.08	44.03%	829.12
			<u>1,883.08</u>		<u>\$829.12</u>
QUINONES, ANTONIO	2008	22	242.96	44.03%	106.98
			<u>242.96</u>		<u>\$106.98</u>
STRIGGOW, BRIAN	2008	22	2,979.88	44.03%	1,312.04
			<u>2,979.88</u>		<u>\$1,312.04</u>
THOMAN, DANIEL	2008	18	226.58	44.03%	99.76
			<u>226.58</u>		<u>\$99.76</u>
THOMS, SHARON	2008	01	902.17	44.03%	397.23
		02	107.72	44.03%	47.43
		03	511.67	44.03%	225.29
		04	228.91	44.03%	100.79
		05	430.90	44.03%	189.73
		06	498.65	44.03%	219.56
		11	795.87	44.03%	350.42
		12	237.38	44.03%	104.52

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2008	13	167.56	44.03%	73.78
		14	55.86	44.03%	24.60
		15	363.02	44.03%	159.84
		16	139.63	44.03%	61.48
		18	13.96	44.03%	6.15
		19	373.41	44.03%	164.41
		20	1,335.66	44.03%	588.09
		21	301.60	44.03%	132.79
		23	14.36	44.03%	6.32
		24	88.11	44.03%	38.79
		25	387.78	44.03%	170.74
		26	1,177.69	44.03%	518.54
			8,131.91		\$3,580.50
WALDEN, ELIZABETH	2008	01	1,491.73	44.03%	656.81
		02	493.78	44.03%	217.41
		03	1,495.23	44.03%	658.35
		04	788.63	44.03%	347.23
		05	1,206.33	44.03%	531.15
		07	106.84	44.03%	47.04
		08	294.59	44.03%	129.71
		09	302.98	44.03%	133.40
		11	1,090.97	44.03%	480.35
		12	1,260.64	44.03%	555.06
		13	1,120.88	44.03%	493.52
		14	848.47	44.03%	373.58
		15	1,454.71	44.03%	640.51
		16	818.28	44.03%	360.29
		17	545.52	44.03%	240.19
		18	825.70	44.03%	363.56
		19	962.95	44.03%	423.99
		20	1,504.92	44.03%	662.62
		21	933.01	44.03%	410.80

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WALDEN, ELIZABETH	2008	22	248.80	44.03%	109.55
		23	466.44	44.03%	205.37
		24	888.12	44.03%	391.04
		25	746.25	44.03%	328.57
		26	1,181.74	44.03%	520.32
		27	0.00	44.03%	0.00
			<u>21,077.51</u>		<u>\$9,280.42</u>
Total Fiscal Year 2008 Payroll Direct Costs:			<u><u>35,670.76</u></u>		<u><u>\$15,705.84</u></u>

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MASTERS, ARTHUR	00OA9W	06/19/2008	370.22	44.03%	163.00
			370.22		\$163.00
STRIGGOW, BRIAN	00QSYD	08/18/2008	393.00	44.03%	173.03
			393.00		\$173.03
WALDEN, ELIZABETH	TM0567358	01/02/2008	1,090.14	44.03%	479.99
			1,090.14		\$479.99
Total Fiscal Year 2008 Travel Direct Costs:			1,853.36		\$816.02

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W5-0022	JVH1676	04/22/2008	-21.36	-0.84	44.03%	-9.77
	JVH1680	04/23/2008	-0.02	0.00	44.03%	-0.01
	JVH1678	04/23/2008	-8.69	-0.34	44.03%	-3.98
	145	05/13/2008	0.32	0.01	44.03%	0.15
			-29.75	-1.17		\$-13.61
EP074000233	701501R	01/11/2008	14,534.13	0.00	44.03%	6,399.38
	701503	04/15/2008	30,529.15	0.00	44.03%	13,441.98
	701504	07/09/2008	57,143.36	0.00	44.03%	25,160.22
	0701505FINAL	08/11/2008	22,976.42	0.00	44.03%	10,116.52
			125,183.06	0.00		\$55,118.10
EPC05057	10	10/10/2007	8,413.59	0.00	44.03%	3,704.50
	11	11/05/2007	6,473.78	0.00	44.03%	2,850.41
	15	03/21/2008	1,334.13	0.00	44.03%	587.42
			16,221.50	0.00		\$7,142.33
Total Fiscal Year 2008 Other Direct Costs:			141,374.81	-1.17		\$62,246.82
Total Fiscal Year 2008:			178,897.76			\$78,768.68

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAMPBELL, RICHARD	2009	01	47.04	49.52%	23.29
		03	15.68	49.52%	7.76
		04	94.08	49.52%	46.59
		08	16.36	49.52%	8.10
		16	33.56	49.52%	16.62

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CAMPBELL, RICHARD	2009	17	33.56	49.52%	16.62
		19	50.34	49.52%	24.93
		21	151.01	49.52%	74.78
		27	16.78	49.52%	8.31
			<u>458.41</u>		<u>\$227.00</u>
ELLIS, ELISABET	2009	04	33.79	49.52%	16.73
		05	66.38	49.52%	32.87
		06	193.05	49.52%	95.60
		14	175.80	49.52%	87.06
		15	668.08	49.52%	330.83
		16	289.14	49.52%	143.18
		23	72.29	49.52%	35.80
			<u>1,498.53</u>		<u>\$742.07</u>
GEORGE, LINDA	2009	26	51.06	49.52%	25.28
			<u>51.06</u>		<u>\$25.28</u>
HILL, FRANKLIN	2009	13	89.02	49.52%	44.08
			<u>89.02</u>		<u>\$44.08</u>
KOPOREC, KEVIN	2009	08	284.43	49.52%	140.85
		09	758.46	49.52%	375.59
		10	63.20	49.52%	31.30
		13	410.84	49.52%	203.45
		16	221.21	49.52%	109.54
		21	129.73	49.52%	64.24
			<u>1,867.87</u>		<u>\$924.97</u>

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STRIGGOW, BRIAN	2009	23	1,850.30	49.52%	916.27
		26	2,700.08	49.52%	1,337.08
			<u>4,550.38</u>		<u>\$2,253.35</u>
TANKSLEY, JELENE	2009	25	100.99	49.52%	50.01
		26	168.30	49.52%	83.34
		27	67.12	49.52%	33.24
			<u>336.41</u>		<u>\$166.59</u>
THOMS, SHARON	2009	03	746.82	49.52%	369.83
		04	143.62	49.52%	71.12
		05	28.72	49.52%	14.22
		06	229.79	49.52%	113.79
		07	272.87	49.52%	135.13
		08	1,405.36	49.52%	695.93
		09	478.42	49.52%	236.91
		10	2,421.99	49.52%	1,199.37
		11	897.03	49.52%	444.21
		12	642.87	49.52%	318.35
		13	119.60	49.52%	59.23
		14	373.77	49.52%	185.09
		15	89.70	49.52%	44.42
		16	538.21	49.52%	266.52
		17	119.60	49.52%	59.23
		20	209.31	49.52%	103.65
		22	60.64	49.52%	30.03
		25	119.60	49.52%	59.23
		26	14.96	49.52%	7.41
			<u>8,912.88</u>		<u>\$4,413.67</u>
WALDEN, ELIZABETH	2009	01	497.08	49.52%	246.15

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>		
WALDEN, ELIZABETH	2009	02	789.79	49.52%	391.10		
		03	637.54	49.52%	315.71		
		04	789.77	49.52%	391.09		
		06	606.45	49.52%	300.31		
		08	1,183.20	49.52%	585.92		
		09	1,848.73	49.52%	915.49		
		10	847.98	49.52%	419.92		
		11	1,226.63	49.52%	607.43		
		12	597.18	49.52%	295.72		
		13	1,452.62	49.52%	719.34		
		14	774.72	49.52%	383.64		
		15	1,000.69	49.52%	495.54		
		16	1,032.93	49.52%	511.51		
		17	903.82	49.52%	447.57		
		18	287.87	49.52%	142.55		
		19	862.57	49.52%	427.14		
		20	645.60	49.52%	319.70		
		21	983.72	49.52%	487.14		
		22	599.68	49.52%	296.96		
		23	1,323.45	49.52%	655.37		
		24	1,129.79	49.52%	559.47		
		25	356.54	49.52%	176.56		
					20,378.35		\$10,091.33
		Total Fiscal Year 2009 Payroll Direct Costs:			38,142.91		\$18,888.34

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STRIGGOW, BRIAN	0PQO55	08/21/2009	423.33	49.52%	209.64
			423.33		\$209.64
Total Fiscal Year 2009 Travel Direct Costs:			423.33		\$209.64

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DW96946006	13128991	12/18/2008	7,773.62	0.00	49.52%	3,849.50
	13130148	12/18/2008	4,588.35	0.00	49.52%	2,272.15
	13131350	12/18/2008	11,089.35	0.00	49.52%	5,491.45
	13133326	12/18/2008	28,745.35	0.00	49.52%	14,234.70
	13134256	04/07/2009	7,205.55	0.00	49.52%	3,568.19
	13135249	04/07/2009	77.35	0.00	49.52%	38.30
	13136279	04/07/2009	12,208.13	0.00	49.52%	6,045.47
	13137361	04/07/2009	7,382.52	0.00	49.52%	3,655.82
	13138463	05/05/2009	8,393.63	0.00	49.52%	4,156.53
	13139649	08/31/2009	1,382.71	0.00	49.52%	684.72
	13143148	08/31/2009	11,153.44	0.00	49.52%	5,523.18
			22,148.55	0.00	49.52%	10,967.96
			122,148.55	0.00		\$60,487.97
EP084000101	702501	11/10/2008	28,003.68	0.00	49.52%	13,867.42
	702502	01/13/2009	35,333.07	0.00	49.52%	17,496.94
	702503	02/12/2009	39,867.60	0.00	49.52%	19,742.44
	702504	06/03/2009	85,078.37	0.00	49.52%	42,130.81
	702505	08/04/2009	66,220.56	0.00	49.52%	32,792.42
			254,503.28	0.00		\$126,030.03

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPC05057	22	10/21/2008	13,195.62	0.00	49.52%	6,534.47
	25	01/22/2009	13,787.37	0.00	49.52%	6,827.51
	26	02/12/2009	4,677.57	0.00	49.52%	2,316.33
	27	03/18/2009	1,742.94	0.00	49.52%	863.10
	30	06/18/2009	17,580.38	0.00	49.52%	8,705.80
	31	07/09/2009	4,420.05	0.00	49.52%	2,188.81
	32	08/13/2009	8,819.16	0.00	49.52%	4,367.25
	33	09/10/2009	234.53	0.00	49.52%	116.14
			64,457.62	0.00		\$31,919.41

Total Fiscal Year 2009 Other Direct Costs:

441,109.45

0.00

\$218,437.41

Total Fiscal Year 2009:

479,675.69

\$237,535.39

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BENTKOWSKI, JAMES	2010	20	159.45	40.97%	65.33
			159.45		\$65.33
CAMPBELL, RICHARD	2010	04	16.78	40.97%	6.87
		25	51.60	40.97%	21.14
		26	51.60	40.97%	21.14
			119.98		\$49.15
KOPOREC, KEVIN	2010	20	497.64	40.97%	203.88

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KOPOREC, KEVIN	2010	21	364.93	40.97%	149.51
			862.57		\$353.39
TANKSLEY, JELENE	2010	01	134.84	40.97%	55.24
			134.84		\$55.24
THOMS, SHARON	2010	01	1,405.34	40.97%	575.77
		02	777.42	40.97%	318.51
		03	179.40	40.97%	73.50
		05	463.47	40.97%	189.88
		06	971.80	40.97%	398.15
		07	74.75	40.97%	30.63
		08	45.89	40.97%	18.80
		09	91.77	40.97%	37.60
		10	1,095.52	40.97%	448.83
		11	428.27	40.97%	175.46
		12	1,147.12	40.97%	469.98
		13	764.75	40.97%	313.32
		14	2,217.75	40.97%	908.61
		15	1,238.90	40.97%	507.58
		16	90.52	40.97%	37.09
		17	273.47	40.97%	112.04
		19	1,728.76	40.97%	708.27
		20	3,976.17	40.97%	1,629.04
		21	3,096.05	40.97%	1,268.45
		22	471.48	40.97%	193.17
		23	576.97	40.97%	236.38
		25	990.11	40.97%	405.65
		26	2,200.25	40.97%	901.44

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2010	27	1,540.17	40.97%	631.01
			25,846.10		\$10,589.16
WALDEN, ELIZABETH	2010	01	52.25	40.97%	21.41
		02	274.39	40.97%	112.42
		04	810.31	40.97%	331.98
		05	542.88	40.97%	222.42
		06	1,125.01	40.97%	460.92
		08	395.54	40.97%	162.05
		09	745.64	40.97%	305.49
		10	1,499.76	40.97%	614.45
		11	791.10	40.97%	324.11
		12	1,011.53	40.97%	414.42
		13	461.47	40.97%	189.06
		14	266.15	40.97%	109.04
		15	329.62	40.97%	135.05
		16	461.47	40.97%	189.06
		17	675.72	40.97%	276.84
		18	263.70	40.97%	108.04
		19	824.06	40.97%	337.62
		20	319.70	40.97%	130.98
		21	1,110.06	40.97%	454.79
		22	395.55	40.97%	162.06
		23	725.66	40.97%	297.30
		24	494.42	40.97%	202.56
		25	1,021.84	40.97%	418.65
		26	1,318.47	40.97%	540.18
		27	214.01	40.97%	87.68
			16,130.31		\$6,608.58
Total Fiscal Year 2010 Payroll Direct Costs:			43,253.25		\$17,720.85

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STRIGGOW, BRIAN	0PW3NV	10/13/2009	574.40	40.97%	235.33
			574.40		\$235.33

Total Fiscal Year 2010 Travel Direct Costs:

574.40

\$235.33

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DW96946006	13144455	11/27/2009	9,299.34	0.00	40.97%	3,809.94
	13148303	11/27/2009	4,552.56	0.00	40.97%	1,865.18
	13149356	01/13/2010	6,932.25	0.00	40.97%	2,840.14
	13150302	01/14/2010	3,868.20	0.00	40.97%	1,584.80
	13151336	03/15/2010	3,560.87	0.00	40.97%	1,458.89
	13153355	04/14/2010	0.01	0.00	40.97%	0.00
	13152321	04/14/2010	4,988.64	0.00	40.97%	2,043.85
	13154571	05/27/2010	777.57	0.00	40.97%	318.57
	13157980	08/19/2010	5,551.64	0.00	40.97%	2,274.51
	278348 1	09/20/2010	-777.57	0.00	40.97%	-318.57
			38,753.51	0.00		\$15,877.31
EP094000160	740001	08/31/2010	37,664.79	0.00	40.97%	15,431.26
			37,664.79	0.00		\$15,431.26
EPC05057	34	10/14/2009	14,703.42	0.00	40.97%	6,023.99
	35	11/13/2009	4,962.72	0.00	40.97%	2,033.23

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPC05057	29	03/16/2010	282.43	0.00	40.97%	115.71
			19,948.57	0.00		\$8,172.93
Total Fiscal Year 2010 Other Direct Costs:			96,366.87	0.00		\$39,481.50
Total Fiscal Year 2010:			140,194.52			\$57,437.68

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAMPBELL, RICHARD	2011	01	17.20	55.33%	9.52
		02	584.80	55.33%	323.57
		04	17.21	55.33%	9.52
		13	86.64	55.33%	47.94
		19	103.96	55.33%	57.52
		26	17.32	55.33%	9.58
		827.13		\$457.65	
ELLIS, ELISABET	2011	05	141.41	55.33%	78.24
		13	148.65	55.33%	82.25
		16	74.32	55.33%	41.12
		21	333.54	55.33%	184.55
		22	222.96	55.33%	123.36
		23	301.20	55.33%	166.65
		25	371.60	55.33%	205.61
		26	334.45	55.33%	185.05
		27	223.46	55.33%	123.64
		2,151.59		\$1,190.47	

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
KOPOREC, KEVIN	2011	02	366.37	55.33%	202.71
		19	532.16	55.33%	294.44
		20	266.08	55.33%	147.22
			<u>1,164.61</u>		<u>\$644.37</u>
THOMS, SHARON	2011	01	502.91	55.33%	278.26
		02	63.12	55.33%	34.92
		03	1,640.87	55.33%	907.89
		04	1,057.09	55.33%	584.89
		05	915.10	55.33%	506.32
		12	679.97	55.33%	376.23
		13	442.77	55.33%	244.98
		17	2,229.68	55.33%	1,233.68
		18	506.02	55.33%	279.98
		19	1,676.22	55.33%	927.45
		20	221.38	55.33%	122.49
		21	1,960.86	55.33%	1,084.94
		22	1,908.30	55.33%	1,055.86
		23	361.04	55.33%	199.76
		24	1,106.94	55.33%	612.47
		25	822.29	55.33%	454.97
		26	110.69	55.33%	61.24
			<u>16,205.25</u>		<u>\$8,966.33</u>
WALDEN, ELIZABETH	2011	01	240.88	55.33%	133.28
		02	940.28	55.33%	520.26
		03	459.71	55.33%	254.36
		04	893.61	55.33%	494.43
		05	590.19	55.33%	326.55
		06	397.14	55.33%	219.74
		07	66.15	55.33%	36.60
		08	231.55	55.33%	128.12

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WALDEN, ELIZABETH	2011	09	430.01	55.33%	237.92
		10	83.52	55.33%	46.21
		11	529.24	55.33%	292.83
		12	625.92	55.33%	346.32
		13	845.03	55.33%	467.56
		14	377.32	55.33%	208.77
		15	661.58	55.33%	366.05
		16	926.13	55.33%	512.43
		17	1,620.74	55.33%	896.76
		18	165.39	55.33%	91.51
		19	711.13	55.33%	393.47
		20	643.07	55.33%	355.81
		21	335.68	55.33%	185.73
		22	2,265.92	55.33%	1,253.73
		23	2,580.93	55.33%	1,428.03
		24	813.13	55.33%	449.90
		25	1,753.49	55.33%	970.21
		26	198.48	55.33%	109.82
		27	479.78	55.33%	265.46
			<u>19,866.00</u>		<u>\$10,991.86</u>

Total Fiscal Year 2011 Payroll Direct Costs:

40,214.58

\$22,250.68

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DW96946006	13162324	12/07/2010	5,979.56	0.00	55.33%	3,308.49
	13163288	01/13/2011	500.10	0.00	55.33%	276.71
	13160342	02/23/2011	138.76	0.00	55.33%	76.78
	13161473	02/23/2011	1,038.03	0.00	55.33%	574.34
	13169154	06/23/2011	1,117.86	0.00	55.33%	618.51

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
DW96946006	13167114	08/02/2011	1,142.56	0.00	55.33%	632.18
			9,916.87	0.00		\$5,487.01
EP084000101	2200005203	03/30/2011	42,924.98	0.00	55.33%	23,750.39
			42,924.98	0.00		\$23,750.39
EP094000160	740002	12/08/2010	33,761.20	0.00	55.33%	18,680.07
	740003	01/05/2011	15,529.77	0.00	55.33%	8,592.62
	740004	02/16/2011	16,864.46	0.00	55.33%	9,331.11
			66,155.43	0.00		\$36,603.80
Total Fiscal Year 2011 Other Direct Costs:			118,997.28	0.00		\$65,841.20
Total Fiscal Year 2011:			159,211.86			\$88,091.88

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ARMOR, SUZANNE	2012	05	1,758.46	52.19%	917.74
		06	663.58	52.19%	346.32
			2,422.04		\$1,264.06
BUXBAUM, DAVID	2012	05	162.05	52.19%	84.57
		26	170.46	52.19%	88.96
			332.51		\$173.53
CAMPBELL, RICHARD	2012	02	69.32	52.19%	36.18

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CAMPBELL, RICHARD	2012	04	17.33	52.19%	9.04
		08	104.49	52.19%	54.53
		18	35.70	52.19%	18.63
		22	17.85	52.19%	9.32
		26	71.40	52.19%	37.26
			<u>316.09</u>		<u>\$164.96</u>
ELLIS, ELISABET	2012	01	370.61	52.19%	193.42
		02	1,116.56	52.19%	582.73
		04	896.96	52.19%	468.12
		05	1,774.39	52.19%	926.05
		06	816.21	52.19%	425.98
		07	749.21	52.19%	391.01
		08	633.13	52.19%	330.43
		12	111.73	52.19%	58.31
		16	527.75	52.19%	275.43
		17	1,224.03	52.19%	638.82
		21	191.23	52.19%	99.80
		22	76.51	52.19%	39.93
		26	382.50	52.19%	199.63
			<u>8,870.82</u>		<u>\$4,629.66</u>
THOMS, SHARON	2012	02	1,742.18	52.19%	909.24
		03	126.70	52.19%	66.12
		04	427.60	52.19%	223.16
		06	866.78	52.19%	452.37
		09	919.54	52.19%	479.91
		11	1,363.45	52.19%	711.58
		12	221.96	52.19%	115.84
		15	856.13	52.19%	446.81
		16	269.52	52.19%	140.66
		17	95.13	52.19%	49.65

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 LO
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2012	19	63.42	52.19%	33.10
		21	317.08	52.19%	165.48
		22	31.71	52.19%	16.55
		24	128.74	52.19%	67.19
		25	158.55	52.19%	82.75
		26	126.82	52.19%	66.19
			7,715.31		\$4,026.60
WALDEN, ELIZABETH	2012	01	716.80	52.19%	374.10
		02	1,723.17	52.19%	899.32
		03	961.05	52.19%	501.57
		04	1,557.49	52.19%	812.85
		05	927.81	52.19%	484.22
		06	1,960.04	52.19%	1,022.94
		08	1,018.89	52.19%	531.76
		09	2,414.54	52.19%	1,260.15
		10	706.20	52.19%	368.57
		11	1,639.82	52.19%	855.82
		12	1,159.28	52.19%	605.03
		13	645.77	52.19%	337.03
		14	976.97	52.19%	509.88
		15	1,213.73	52.19%	633.45
		16	1,148.97	52.19%	599.65
		17	1,188.90	52.19%	620.49
		18	332.52	52.19%	173.54
		19	881.01	52.19%	459.80
		20	861.20	52.19%	449.46
		21	1,192.45	52.19%	622.34
		22	1,457.41	52.19%	760.62
		23	794.96	52.19%	414.89
		24	1,903.65	52.19%	993.51
		25	1,245.93	52.19%	650.25
		26	1,010.56	52.19%	527.41

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WALDEN, ELIZABETH	2012	27	1,132.50	52.19%	591.05
			30,771.62		\$16,059.70

Total Fiscal Year 2012 Payroll Direct Costs:

50,428.39 \$26,318.51

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BRYANT, J	0SHSGD	05/03/2012	561.43	52.19%	293.01
			561.43		\$293.01

Total Fiscal Year 2012 Travel Direct Costs:

561.43 \$293.01

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc. NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
DW96946006	13172396	11/01/2011	1,689.01	0.00	52.19%	881.49
	13173553	11/01/2011	2,158.23	0.00	52.19%	1,126.38
	13183172	08/17/2012	1,451.64	0.00	52.19%	757.61
	13181107	08/17/2012	2,415.60	0.00	52.19%	1,260.70
	278348	09/14/2012	-219.52	0.00	52.19%	-114.57
			7,494.96	0.00		\$3,911.61
EP084000101	740501	12/07/2011	19,888.00	0.00	52.19%	10,379.55
	740502	07/18/2012	45,102.00	0.00	52.19%	23,538.73

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EP084000101	740502R	09/04/2012	1,000.00	0.00	52.19%	521.90
			65,990.00	0.00		\$34,440.18
EP094000160	740005	12/07/2011	35,499.28	0.00	52.19%	18,527.07
	740006	02/07/2012	10,179.61	0.00	52.19%	5,312.74
			45,678.89	0.00		\$23,839.81
EPW05054	T3-06-BY-76	08/13/2012	1,386.52	105.32	52.19%	778.59
			1,386.52	105.32		\$778.59
Total Fiscal Year 2012 Other Direct Costs:			120,550.37	105.32		\$62,970.19
Total Fiscal Year 2012:			171,645.51			\$89,581.71

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BRYANT, J	2013	07	1,532.86	55.90%	856.87
		11	1,920.22	55.90%	1,073.40
		15	1,582.09	55.90%	884.39
		18	776.17	55.90%	433.88
			5,811.34		\$3,248.54
BUXBAUM, DAVID	2013	16	755.45	55.90%	422.30
		17	335.74	55.90%	187.68
		18	503.62	55.90%	281.52
		21	86.27	55.90%	48.22
		22	259.40	55.90%	145.00

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BUXBAUM, DAVID	2013	24	263.67	55.90%	147.39
		25	1,494.16	55.90%	835.24
		26	791.04	55.90%	442.19
		27	968.30	55.90%	541.28
			<u>5,457.65</u>		<u>\$3,050.82</u>
CAMPBELL, RICHARD	2013	09	17.91	55.90%	10.01
		12	17.91	55.90%	10.01
		16	411.94	55.90%	230.27
		17	462.30	55.90%	258.43
		18	1,270.89	55.90%	710.43
		21	426.74	55.90%	238.55
		22	662.68	55.90%	370.44
		23	17.91	55.90%	10.01
		25	286.57	55.90%	160.19
		26	320.35	55.90%	179.08
		27	143.27	55.90%	80.09
			<u>4,038.47</u>		<u>\$2,257.51</u>
ELLIS, ELISABET	2013	02	306.00	55.90%	171.05
		08	114.78	55.90%	64.16
		10	612.53	55.90%	342.40
		11	306.26	55.90%	171.20
		13	535.96	55.90%	299.60
		14	535.97	55.90%	299.61
		15	459.39	55.90%	256.80
		16	1,464.45	55.90%	818.63
		17	2,022.75	55.90%	1,130.72
		19	564.63	55.90%	315.63
		20	615.47	55.90%	344.05
		21	114.65	55.90%	64.09
		22	153.13	55.90%	85.60

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ELLIS, ELISABET	2013	23	460.93	55.90%	257.66
		24	306.26	55.90%	171.20
		25	382.84	55.90%	214.01
		26	1,957.36	55.90%	1,094.16
		27	2,070.16	55.90%	1,157.22
			<u>12,983.52</u>		<u>\$7,257.79</u>
FONSECA, SILVINA	2013	09	753.70	55.90%	421.32
		26	2,320.62	55.90%	1,297.23
			<u>3,074.32</u>		<u>\$1,718.55</u>
HILL, FRANKLIN	2013	22	92.83	55.90%	51.89
		23	92.83	55.90%	51.89
			<u>185.66</u>		<u>\$103.78</u>
JAIKARAN, BIANCA	2013	20	98.16	55.90%	54.87
		23	327.17	55.90%	182.89
		24	130.86	55.90%	73.15
		25	32.35	55.90%	18.08
			<u>588.54</u>		<u>\$328.99</u>
KOPOREC, KEVIN	2013	18	186.41	55.90%	104.20
		21	106.52	55.90%	59.54
		22	374.37	55.90%	209.27
		26	702.67	55.90%	392.79
			<u>1,369.97</u>		<u>\$765.80</u>

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
RIGGER, RALPH	2013	22	428.63	55.90%	239.60
			428.63		\$239.60
THOMS, SHARON	2013	05	126.82	55.90%	70.89
		06	63.42	55.90%	35.45
		08	507.02	55.90%	283.42
		12	253.77	55.90%	141.86
		15	79.29	55.90%	44.32
		16	174.46	55.90%	97.52
		17	1,522.56	55.90%	851.11
		18	1,494.63	55.90%	835.50
		19	32.57	55.90%	18.21
		20	162.86	55.90%	91.04
		21	1,565.69	55.90%	875.22
		22	3,387.64	55.90%	1,893.69
		23	781.76	55.90%	437.00
		25	1,498.37	55.90%	837.59
		26	1,691.79	55.90%	945.71
			13,342.65		\$7,458.53
WALDEN, ELIZABETH	2013	01	869.51	55.90%	486.06
		02	331.19	55.90%	185.14
		03	562.95	55.90%	314.69
		04	792.21	55.90%	442.85
		06	1,125.89	55.90%	629.37
		07	731.37	55.90%	408.84
		08	764.46	55.90%	427.33
		09	791.75	55.90%	442.59
		10	502.10	55.90%	280.67
		11	1,706.76	55.90%	954.08
		12	728.99	55.90%	407.51
		13	1,600.16	55.90%	894.49

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WALDEN, ELIZABETH	2013	14	1,929.46	55.90%	1,078.57
		15	1,325.42	55.90%	740.91
		16	1,858.41	55.90%	1,038.85
		17	1,590.74	55.90%	889.22
		18	1,285.22	55.90%	718.44
		20	530.16	55.90%	296.36
		21	325.91	55.90%	182.18
		22	1,694.41	55.90%	947.18
		23	994.15	55.90%	555.73
		24	1,415.37	55.90%	791.19
		25	1,657.06	55.90%	926.30
		26	1,238.46	55.90%	692.30
		27	1,502.90	55.90%	840.12
			27,855.01		\$15,570.97

Total Fiscal Year 2013 Payroll Direct Costs:

75,135.76 \$42,000.88

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BRYANT, J	0T2YCC	01/07/2013	677.78	55.90%	378.88
	0T6BDY	02/26/2013	613.38	55.90%	342.89
	0TD6WL	06/06/2013	349.64	55.90%	195.46
			1,640.80		\$917.23
CAMPBELL, RICHARD	0TDT17	06/03/2013	132.66	55.90%	74.16
			70.00	55.90%	39.14
			202.66		\$113.30

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	0TDEHV	07/03/2013	154.47	55.90%	86.35
			28.19	55.90%	15.76
			182.66		\$102.11
WALDEN, ELIZABETH	0T6S44	03/14/2013	188.66	55.90%	105.46
			19.00	55.90%	10.63
	0TDMBC	07/12/2013	182.58	55.90%	102.07
			16.08	55.90%	8.99
			406.32		\$227.15
Total Fiscal Year 2013 Travel Direct Costs:			2,432.44		\$1,359.79

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
B3BK0001163	1456518	12/24/2012	75.00	0.00	55.90%	41.93
			<u>75.00</u>	0.00		<u>\$41.93</u>
B3BK0001790	1500242	09/18/2013	57.60	0.00	55.90%	32.20
		09/18/2013	57.60	0.00	55.90%	32.20
			57.60	0.00	55.90%	32.20
	1500242	09/18/2013	57.60	0.00	55.90%	32.20
			<u>230.40</u>	0.00		<u>\$128.80</u>
DW96946006	13187700	11/07/2012	69.94	0.00	55.90%	39.10
	13185462	11/26/2012	6,033.13	0.00	55.90%	3,372.52
	13186645	11/26/2012	5,692.69	0.00	55.90%	3,182.21
	13188274	12/18/2012	12,980.17	0.00	55.90%	7,255.92

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 LO
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
DW96946006	278348	12/20/2012	-3,558.55	0.00	55.90%	-1,989.23
	13190205	02/15/2013	11,862.91	0.00	55.90%	6,631.37
	13191214	02/15/2013	4,426.42	0.00	55.90%	2,474.37
	13192203	03/28/2013	3,570.89	0.00	55.90%	1,996.13
			41,077.60	0.00		\$22,962.39
EP084000101	702507R	11/07/2012	51,158.48	0.00	55.90%	28,597.59
	740503	12/10/2012	5,501.13	0.00	55.90%	3,075.13
			5,558.50	0.00	55.90%	3,107.20
	702509	02/26/2013	9,603.19	0.00	55.90%	5,368.18
			9,703.33	0.00	55.90%	5,424.16
		05/17/2013	-5,558.50	0.00	55.90%	-3,107.20
			-71,491.13	0.00	55.90%	-39,963.54
	702509R	08/21/2013	5,558.50	0.00	55.90%	3,107.20
			71,491.13	0.00	55.90%	39,963.54
			81,524.63	0.00		\$45,572.26
EP094000160	740008	08/21/2013	12,189.25	0.00	55.90%	6,813.79
	740007	08/21/2013	7,197.49	0.00	55.90%	4,023.40
			19,386.74	0.00		\$10,837.19
EPG11400084		05/17/2013	46,102.00	0.00	55.90%	25,771.02
			19,888.00	0.00	55.90%	11,117.39
			11,059.63	0.00	55.90%	6,182.33
	740504R	08/27/2013	28,922.79	0.00	55.90%	16,167.84
			105,972.42	0.00		\$59,238.58
EPW05054	T3-06-BY-79	11/09/2012	3,123.57	237.27	55.90%	1,878.71
	T3-06-BY-80	12/18/2012	848.26	64.44	55.90%	510.20
	T3-06-BY-81	01/11/2013	3,614.69	274.58	55.90%	2,174.10

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW05054	T3-06-BY-84	04/11/2013	2,994.69	227.48	55.90%	1,801.19
	T3-06-BY-85	05/20/2013	1,597.14	121.32	55.90%	960.62
	T3-06-BY-86	06/10/2013	1,003.26	76.21	55.90%	603.42
	T3-06-BY-87	07/01/2013	9,696.67	736.58	55.90%	5,832.19
	T3-06-BY-88	08/12/2013	146.52	11.13	55.90%	88.13
	T3-06-BY-89	09/06/2013	298.14	22.65	55.90%	179.32
			<u>23,322.94</u>	<u>1,771.66</u>		<u>\$14,027.88</u>

Total Fiscal Year 2013 Other Direct Costs:

271,589.73 1,771.66

\$152,809.03

Total Fiscal Year 2013:

350,929.59

\$196,169.70

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ARMSTRONG, GREGORY	2014	24	82.39	76.73%	63.22
			<u>82.39</u>		<u>\$63.22</u>
BRYANT, J	2014	17	1,059.45	76.73%	812.92
		27	423.78	76.73%	325.17
			<u>1,483.23</u>		<u>\$1,138.09</u>
BUXBAUM, DAVID	2014	09	444.39	76.73%	340.98
		14	266.62	76.73%	204.58
		15	1,333.17	76.73%	1,022.94
		16	444.39	76.73%	340.98

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BUXBAUM, DAVID	2014	17	444.39	76.73%	340.98
			2,932.96		\$2,250.46
CAMPBELL, RICHARD	2014	04	17.91	76.73%	13.74
		08	770.17	76.73%	590.95
		10	181.18	76.73%	139.02
		13	108.71	76.73%	83.41
		14	905.90	76.73%	695.10
		15	760.95	76.73%	583.88
		16	235.53	76.73%	180.72
		20	36.25	76.73%	27.81
		22	36.24	76.73%	27.81
		24	72.96	76.73%	55.98
		25	126.83	76.73%	97.32
		26	489.19	76.73%	375.36
		27	36.25	76.73%	27.81
			3,778.07		\$2,898.91
ELLIS, ELISABET	2014	03	153.13	76.73%	117.50
		04	153.13	76.73%	117.50
		05	76.58	76.73%	58.76
		08	689.08	76.73%	528.73
		09	657.66	76.73%	504.62
		11	232.13	76.73%	178.11
		12	386.86	76.73%	296.84
		13	928.46	76.73%	712.41
		14	464.23	76.73%	356.20
		15	1,121.89	76.73%	860.83
		16	2,282.47	76.73%	1,751.34
		17	502.92	76.73%	385.89
		20	696.36	76.73%	534.32
		21	976.71	76.73%	749.43

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ELLIS, ELISABET	2014	22	154.75	76.73%	118.74
		23	696.35	76.73%	534.31
		24	1,237.95	76.73%	949.88
		25	657.66	76.73%	504.62
		26	3,056.18	76.73%	2,345.01
		27	541.60	76.73%	415.57
			<u>15,666.10</u>		<u>\$12,020.61</u>
HILL, FRANKLIN	2014	16	94.12	76.73%	72.22
			<u>94.12</u>		<u>\$72.22</u>
KOPOREC, KEVIN	2014	06	136.13	76.73%	104.45
		14	309.76	76.73%	237.68
			<u>445.89</u>		<u>\$342.13</u>
RIGGER, RALPH	2014	06	43.09	76.73%	33.06
		08	270.72	76.73%	207.72
			<u>313.81</u>		<u>\$240.78</u>
THOMS, SHARON	2014	06	228.00	76.73%	174.94
		08	880.01	76.73%	675.23
		09	98.79	76.73%	75.80
		10	115.31	76.73%	88.48
		11	1,456.80	76.73%	1,117.80
		12	1,745.53	76.73%	1,339.35
		13	1,272.48	76.73%	976.37
		14	708.09	76.73%	543.32
		15	16.47	76.73%	12.64
		16	98.81	76.73%	75.82

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2014	17	65.87	76.73%	50.54
			6,686.16		\$5,130.29
WALDEN, ELIZABETH	2014	01	54.29	76.73%	41.66
		03	695.01	76.73%	533.28
		04	928.76	76.73%	712.64
		05	1,259.16	76.73%	966.15
		06	292.93	76.73%	224.77
		07	463.82	76.73%	355.89
		08	1,236.89	76.73%	949.07
		09	1,806.89	76.73%	1,386.43
		10	1,073.75	76.73%	823.89
		11	1,773.71	76.73%	1,360.97
		12	880.37	76.73%	675.51
		13	1,224.99	76.73%	939.93
		14	1,338.69	76.73%	1,027.18
		15	1,713.33	76.73%	1,314.64
		16	1,472.26	76.73%	1,129.67
		17	1,371.89	76.73%	1,052.65
		19	468.53	76.73%	359.50
		20	468.46	76.73%	359.45
		21	334.65	76.73%	256.78
		22	334.63	76.73%	256.76
		23	200.78	76.73%	154.06
		24	535.42	76.73%	410.83
		25	401.55	76.73%	308.11
		26	970.37	76.73%	744.56
		27	66.92	76.73%	51.35
			21,368.05		\$16,395.73
Total Fiscal Year 2014 Payroll Direct Costs:			52,850.78		\$40,552.44

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EP094000160		05/09/2014	-7,197.49	0.00	76.73%	-5,522.63
			11,881.22	0.00	76.73%	9,116.46
	740010	06/19/2014	33,904.38	0.00	76.73%	26,014.83
	740009	09/12/2014	22,196.00	0.00	76.73%	17,030.99
			60,784.11	0.00		\$46,639.65
EPG11400084	740506	07/10/2014	40,540.80	0.00	76.73%	31,106.96
	740507	08/07/2014	43,683.04	0.00	76.73%	33,518.00
			84,223.84	0.00		\$64,624.96
EPW05054	T3-06-BY-90	10/24/2013	930.00	70.64	76.73%	767.79
	T3-06-BY-91	11/13/2013	9,244.01	702.19	76.73%	7,631.72
	T3-06-BY-92	12/10/2013	1,728.57	131.31	76.73%	1,427.09
	T3-06-BY-93	01/10/2014	3,457.14	262.61	76.73%	2,854.16
	T3-06-BY-94	02/20/2014	73.26	5.56	76.73%	60.48
	T3-06-BY-95	03/18/2014	465.00	35.32	76.73%	383.90
	T3-06-BY-96	04/14/2014	47.14	3.58	76.73%	38.92
	T3-06-BY-97	05/12/2014	9,665.73	734.23	76.73%	7,979.89
	T3-06-BY-98	06/09/2014	4,749.38	360.77	76.73%	3,921.02
	T3-06-BY-99	07/08/2014	-783.48	-59.51	76.73%	-646.83
	3-06-BY-100	08/06/2014	10,321.03	784.01	76.73%	8,520.90
			39,897.78	3,030.71		\$32,939.04
Total Fiscal Year 2014 Other Direct Costs:			184,905.73	3,030.71		\$144,203.65
Total Fiscal Year 2014:			240,787.22			\$184,756.09

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BRYANT, J	2015	01	0.00	73.74%	0.00
			0.00		\$0.00
BUXBAUM, DAVID	2015	04	685.91	73.74%	505.79
		05	685.91	73.74%	505.79
		13	544.81	73.74%	401.74
		15	181.61	73.74%	133.92
		16	1,452.82	73.74%	1,071.31
		17	90.81	73.74%	66.96
		18	363.20	73.74%	267.82
		27	861.22	73.74%	635.06
			4,866.29		\$3,588.39
CAMPBELL, RICHARD	2015	01	0.00	73.74%	0.00
		05	144.95	73.74%	106.89
		06	18.11	73.74%	13.35
		09	18.34	73.74%	13.52
		10	128.37	73.74%	94.66
		12	256.75	73.74%	189.33
		13	330.10	73.74%	243.42
		19	75.14	73.74%	55.41
			971.76		\$716.58
ELLIS, ELISABET	2015	01	0.00	73.74%	0.00
		02	547.09	73.74%	403.42
		03	1,641.27	73.74%	1,210.27
		04	820.64	73.74%	605.14
		05	1,131.55	73.74%	834.40
		06	149.15	73.74%	109.98
		07	820.62	73.74%	605.13
		08	586.16	73.74%	432.23

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ELLIS, ELISABET	2015	09	631.88	73.74%	465.95
		10	710.87	73.74%	524.20
		12	552.89	73.74%	407.70
		13	394.93	73.74%	291.22
		14	750.37	73.74%	553.32
		15	631.88	73.74%	465.95
		16	1,256.27	73.74%	926.37
		17	324.20	73.74%	239.07
		18	283.69	73.74%	209.19
		19	405.25	73.74%	298.83
		20	405.25	73.74%	298.83
		21	607.86	73.74%	448.24
		22	327.07	73.74%	241.18
		23	202.61	73.74%	149.40
		24	324.20	73.74%	239.07
		25	243.16	73.74%	179.31
		27	607.86	73.74%	448.24
			<u>14,356.72</u>		<u>\$10,586.64</u>
HILL, FRANKLIN	2015	05	90.49	73.74%	66.73
			<u>90.49</u>		<u>\$66.73</u>
JACKSON, FELICIA	2015	03	466.61	73.74%	344.08
			<u>466.61</u>		<u>\$344.08</u>
RIGGER, RALPH	2015	05	254.63	73.74%	187.76
		12	196.01	73.74%	144.54
		13	294.01	73.74%	216.80
		20	784.04	73.74%	578.15

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
RIGGER, RALPH	2015	23	147.00	73.74%	108.40
			1,675.69		\$1,235.65
THOMS, SHARON	2015	04	282.77	73.74%	208.51
		05	1,430.45	73.74%	1,054.81
		09	470.47	73.74%	346.92
		10	2,352.33	73.74%	1,734.61
		13	67.21	73.74%	49.56
		14	235.23	73.74%	173.46
		27	134.42	73.74%	99.12
			4,972.88		\$3,666.99
WALDEN, ELIZABETH	2015	01	0.00	73.74%	0.00
		02	270.52	73.74%	199.48
		03	676.20	73.74%	498.63
		05	405.73	73.74%	299.19
		10	204.92	73.74%	151.11
		11	68.31	73.74%	50.37
		12	341.59	73.74%	251.89
		13	546.54	73.74%	403.02
		14	683.13	73.74%	503.74
		15	666.00	73.74%	491.11
		16	990.48	73.74%	730.38
		17	478.15	73.74%	352.59
		18	341.52	73.74%	251.84
		19	1,229.46	73.74%	906.60
		21	614.76	73.74%	453.32
		22	348.26	73.74%	256.81
		24	512.27	73.74%	377.75
		25	68.29	73.74%	50.36
			341.54	73.74%	251.85

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WALDEN, ELIZABETH	2015	26	546.50	73.74%	402.99
			9,334.17		\$6,883.03
Total Fiscal Year 2015 Payroll Direct Costs:			36,734.61		\$27,088.09

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPG11400084	740505	10/03/2014	11,314.87	0.00	73.74%	8,343.59
			11,314.87	0.00	73.74%	8,343.59
	740508	09/14/2015	17,753.85	0.00	73.74%	13,091.69
			40,383.59	0.00		\$29,778.87
Total Fiscal Year 2015 Other Direct Costs:			40,383.59	0.00		\$29,778.87
Total Fiscal Year 2015:			77,118.20			\$56,866.96

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BUXBAUM, DAVID	2016	26	195.40	67.95%	132.77
		27	484.08	67.95%	328.93
			679.48		\$461.70
CROWLEY, JEFFERY	2016	14	345.62	67.95%	234.85
		21	345.63	67.95%	234.86
		22	276.48	67.95%	187.87

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CROWLEY, JEFFERY	2016	23	483.87	67.95%	328.79
		25	278.54	67.95%	189.27
		26	487.42	67.95%	331.20
			<u>2,217.56</u>		<u>\$1,506.84</u>
ELLIS, ELISABET	2016	02	569.54	67.95%	387.00
		03	162.72	67.95%	110.57
		04	772.94	67.95%	525.21
		05	322.43	67.95%	219.09
		06	1,281.09	67.95%	870.50
		07	650.90	67.95%	442.29
		08	325.45	67.95%	221.14
		09	288.68	67.95%	196.16
		10	577.36	67.95%	392.32
		14	618.60	67.95%	420.34
		15	247.44	67.95%	168.14
		16	164.96	67.95%	112.09
		17	206.20	67.95%	140.11
		18	247.44	67.95%	168.14
		19	329.92	67.95%	224.18
		20	1,484.65	67.95%	1,008.82
		21	166.39	67.95%	113.06
		22	659.86	67.95%	448.37
		23	1,567.13	67.95%	1,064.86
		27	3,711.63	67.95%	2,522.05
			<u>14,355.33</u>		<u>\$9,754.44</u>
HILL, FRANKLIN	2016	23	99.31	67.95%	67.48
		26	94.48	67.95%	64.20
			<u>193.79</u>		<u>\$131.68</u>

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
RIGGER, RALPH	2016	26	199.49	67.95%	135.55
		27	286.72	67.95%	194.83
			<u>486.21</u>		<u>\$330.38</u>
THOMS, SHARON	2016	01	0.00	67.95%	0.00
		02	151.81	67.95%	103.15
		04	33.73	67.95%	22.92
		08	573.43	67.95%	389.65
		09	171.05	67.95%	116.23
		14	171.03	67.95%	116.21
		25	140.40	67.95%	95.40
		26	70.20	67.95%	47.70
			<u>1,311.65</u>		<u>\$891.26</u>
WALDEN, ELIZABETH	2016	01	74.74	67.95%	50.79
		02	1,063.05	67.95%	722.34
		03	171.44	67.95%	116.49
		04	68.57	67.95%	46.59
		05	137.15	67.95%	93.19
		06	274.28	67.95%	186.37
		07	206.00	67.95%	139.98
		08	137.34	67.95%	93.32
		09	486.64	67.95%	330.67
		10	347.61	67.95%	236.20
		12	67.81	67.95%	46.08
			<u>3,034.63</u>		<u>\$2,062.02</u>
Total Fiscal Year 2016 Payroll Direct Costs:			<u><u>22,278.65</u></u>		<u><u>\$15,138.32</u></u>

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
DW96946006	278348	04/26/2016	8,184.40	0.00	67.95%	5,561.30
			8,184.40	0.00		\$5,561.30
EPC13022	9956-01	10/14/2015	3,751.16	0.00	67.95%	2,548.91
	9956-02	11/05/2015	5,240.01	0.00	67.95%	3,560.59
	9956-03	12/11/2015	34,075.95	0.00	67.95%	23,154.61
	9956-04	01/14/2016	17,147.16	0.00	67.95%	11,651.50
	9956-05	03/01/2016	5,260.25	0.00	67.95%	3,574.34
	9956-06	03/28/2016	2,818.43	0.00	67.95%	1,915.12
	9956-07	05/13/2016	1,071.76	0.00	67.95%	728.26
	9956-08	06/13/2016	1,607.64	0.00	67.95%	1,092.39
	9956-09	07/06/2016	7,512.44	0.00	67.95%	5,104.70
	9956-10	08/10/2016	556.12	0.00	67.95%	377.88
	9956-11	09/19/2016	10,462.64	0.00	67.95%	7,109.36
			89,503.56	0.00		\$60,817.66
EPS41403	BYTO010009	01/06/2016	868.52	0.00	67.95%	590.16
	BYTO010010	02/03/2016	179.19	0.00	67.95%	121.76
			1,047.71	0.00		\$711.92
Total Fiscal Year 2016 Other Direct Costs:			98,735.67	0.00		\$67,090.88
Total Fiscal Year 2016:			121,014.32			\$82,229.20

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ARMSTRONG, GREGORY	2017	25	87.77	71.19%	62.48
			87.77		\$62.48
CAMPBELL, RICHARD	2017	09	19.54	71.19%	13.91
			19.54		\$13.91
CHAFFINS, RANDALL	2017	18	26.07	71.19%	18.56
			26.07		\$18.56
ELLIS, ELISABET	2017	02	412.41	71.19%	293.59
		03	494.88	71.19%	352.31
		04	701.09	71.19%	499.11
		06	1,102.08	71.19%	784.57
		07	824.78	71.19%	587.16
		08	164.96	71.19%	117.44
		09	336.56	71.19%	239.60
		10	420.71	71.19%	299.50
		11	967.66	71.19%	688.88
		12	504.87	71.19%	359.42
		13	1,472.52	71.19%	1,048.29
		14	2,145.67	71.19%	1,527.50
		15	589.00	71.19%	419.31
		16	420.71	71.19%	299.50
		17	589.00	71.19%	419.31
		18	799.36	71.19%	569.06
		19	336.56	71.19%	239.60
		20	420.81	71.19%	299.57
		21	757.29	71.19%	539.11
		22	420.71	71.19%	299.50
		23	336.56	71.19%	239.60
		24	504.87	71.19%	359.42

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ELLIS, ELISABET	2017	25	462.79	71.19%	329.46
		26	420.71	71.19%	299.50
		27	336.56	71.19%	239.60
			15,943.12		\$11,349.91
HILL, FRANKLIN	2017	18	25.19	71.19%	17.93
			25.19		\$17.93
RIGGER, RALPH	2017	18	153.04	71.19%	108.95
			153.04		\$108.95
WALDEN, ELIZABETH	2017	03	347.58	71.19%	247.44
		09	248.21	71.19%	176.70
		10	496.41	71.19%	353.39
		25	212.74	71.19%	151.45
			1,304.94		\$928.98
Total Fiscal Year 2017 Payroll Direct Costs:			17,559.67		\$12,500.72

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
B7BK0004606	1706021	04/03/2017	75.00	0.00	71.19%	53.39
			75.00	0.00		\$53.39

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0

Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
B7BK0004617	1706720	04/06/2017	100.00	0.00	71.19%	71.19
			100.00	0.00		\$71.19
EPC13022	9956-12	10/06/2016	11,273.72	0.00	71.19%	8,025.76
	9981-02	03/27/2017	3,723.21	0.00	71.19%	2,650.55
	9981-03	05/04/2017	285.02	0.00	71.19%	202.91
	9981-01	05/25/2017	7,361.71	0.00	71.19%	5,240.80
	9981-04	05/26/2017	11,756.43	0.00	71.19%	8,369.40
	9981-05	07/14/2017	6,588.92	0.00	71.19%	4,690.65
	9981-06	07/31/2017	5,350.17	0.00	71.19%	3,808.79
			46,339.18	0.00		\$32,988.86
Total Fiscal Year 2017 Other Direct Costs:			46,514.18	0.00		\$33,113.44
Total Fiscal Year 2017:			64,073.85			\$45,614.16

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CHAFFINS, RANDALL	2018	11	105.85	71.19%	75.35
			105.85		\$75.35
HILL, FRANKLIN	2018	11	103.27	71.19%	73.52
			103.27		\$73.52

Reconciliation Pending

EPA Indirect Costs

OLIN CORPORATION/MCINTOSH PLANT, MCINTOSH, AL SITE ID = 04 L0
Operable Unit(s): 02

Costs from 10/01/1980 to 05/14/2019

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
THOMS, SHARON	2018	15	91.19	71.19%	64.92
			91.19		\$64.92

Total Fiscal Year 2018 Payroll Direct Costs:

300.31

\$213.79

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPC13022	9981-07	10/03/2017	3,458.95	0.00	71.19%	2,462.43
	9981-08	10/30/2017	10,884.61	0.00	71.19%	7,748.75
	9981-09	03/19/2018	1,383.58	0.00	71.19%	984.97
			15,727.14	0.00		\$11,196.15

Total Fiscal Year 2018 Other Direct Costs:

15,727.14

0.00

\$11,196.15

Total Fiscal Year 2018:

16,027.45

\$11,409.94

Total EPA Indirect Costs

\$1,194,372.21